

**FULL LEASE AGREEMENT TO PROVIDE PROFESSIONAL
MANAGEMENT, OPERATIONS, AND MAINTENANCE FOR THE
STONEHAM UNICORN AND STONEHAM OAKS MUNICIPAL
GOLF COURSES AND ASSOCIATED FACILITIES
2016 through 2021 GOLF SEASONS
(With Town Option for the 2022-2023 Golf Seasons
and the 2024-2025 Golf Seasons)**

BY AND BETWEEN

**THE TOWN OF STONEHAM
AND
STERLING GOLF MANAGEMENT, INC.**

February 4, 2016

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**BY AND BETWEEN
THE TOWN OF STONEHAM
AND
STERLING GOLF MANAGEMENT, INC.**

This Full Lease Agreement ("Lease" or "Agreement") to provide professional management, operations, and maintenance for the Stoneham Unicorn ("Unicorn") and Stoneham Oaks ("Oaks") Municipal Golf Courses and to operate and manage pro shops, golf carts, snack bar, and other concessions under a full lease agreement is made and entered into this 4th day of February, 2016, by and between the Town of Stoneham, a municipal corporation with its Town Hall located at 35 Central Street, Stoneham, Massachusetts 02180, (hereinafter also referred to as the "Town"), acting through its Town Administrator and Sterling Golf Management, Inc. with its address at 191 Main Street, Westford, MA 01886 (hereinafter also referred to as the "Lessee").

WHEREAS,

1. The Town is the owner of two municipal golf courses: the nine (9) hole Unicorn Golf Course and the nine (9) hole Stoneham Oaks Par Three Golf Course (hereinafter referred to as the "Golf Courses", unless referred to individually);
2. The Town has issued a Request for Proposals for the Professional Management, Operations, and Maintenance the Golf Courses and Associated Facilities, with a "Deadline for Submission" date of December 18, 2015, which is herein incorporated by reference into this Lease, together with the Lessee's Proposal (all parts, including all attachments).
3. The Town, having reviewed the proposal(s) submitted in response to its RFP, has awarded the within lease to the Lessee. The Town, through its Town Administrator determines that the acceptance of the subject Proposal is in the best interest of the Town of Stoneham.

NOW, THEREFORE, in consideration of the mutual promises contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

"Golf Courses" means the Stoneham Unicorn and Stoneham Oaks golf courses. However, in the event the Oaks golf course were to close pursuant to the provisions of Section 3.7 below, the term "Golf Courses" shall thereafter refer to the Stoneham Unicorn golf course.

"Town Administrator" means the Town Administrator of the Town of Stoneham as it exists at any time during the term of the operating agreement, and as established under the Acts and Resolves of 1981, Chapter 26, as amended, and any designee or agent of the Town Administrator. The Town Administrator is duly authorized to act on behalf of the Town of Stoneham; however, he/she, or his/her designees or agents, shall incur no personal liability by reason of the execution of the operating agreement or anything contained in said agreement. The Town Administrator may act for the Town of Stoneham in any matter under this contract.

ARTICLE II

LEASE DOCUMENTS

The Request for Proposals for this Lease and all components and attachments thereto, including all Addenda issued during the bidding period and Lessee's (Sterling Golf Management, Inc.'s) Proposal in Response to the Request for Proposal are hereby specifically incorporated into this Lease, and any reference to the term "Lease" herein shall also include said Request for Proposal and the Lessee's Proposal. The Request for Proposal, the Proposal of the Lessee and this Lease document are complementary, and what is called for by any one shall be as if called for by all, with any conflict or inconsistency between them resolved in favor of the provision(s) which best protects the Town as reasonably determined by the Town Administrator.

ARTICLE III

ENGAGEMENT OF LESSEE

3.1 Engagement of Lessee/Lessee's Responsibilities Generally

The Town engages the Lessee for the management, operation and maintenance of the Unicorn Golf Course (hereinafter also referred to as the "Unicorn") and Stoneham Oaks Par Three Golf Course (hereinafter also referred to as the "Oaks") and associated facilities, and to operate and manage pro shops, golf carts, snack bar, and other concessions under this full lease agreement (Lease) in accordance with the terms and conditions of this Lease.

The intention of this Lease is to include all labor and materials, equipment and transportation necessary for the proper performance of the Lease.

The Unicorn Golf Course is a nine hole, 3,234 yard course. The Oaks is a nine hole, 2,250 yard par 3 executive course. It is the goal of the Town to have a top rated, quality, attractive, and affordable facilities. Lessee shall maintain the Unicorn and Oaks Golf Courses in excellent play conditions and shall be operated as accessible, affordable, and user friendly public golf facilities for players of all ages and skill levels in the tradition of municipal golf courses.

3.2 Term

The Term of this Lease shall be for the 2016 through 2021 golf seasons, with two (2) Town Options, at the sole discretion of the Town, for the 2021-2023 and 2024-2025 golf seasons. The golf seasons generally run from a date in March to a date in late November or December, the specific opening and closing dates to be determined by the Town, in direct consultation with the Lessee who shall provide its expertise to the Town regarding such, depending upon weather conditions.

3.3 Payments to the Town of Stoneham

The Lessee shall remit an annual base dollar amount for the each of the respective golf seasons and will be made in two equal installments; \$12,500 by June 1 and \$12,500 by October 1 each year starting in 2016.

Annual Base Dollar Amount for 2016 through 2021 Golf Seasons

Twenty-five thousand dollars
Dollar amount in Words

\$25,000.00
Dollar Amount in Figures

In addition to the annual base dollar amount, the Lessee shall remit to the Town a minimum percent of total Gross Revenue for both golf courses set forth in the Price Worksheet/Submission Document #3 as proposed by the Lessee which is attached hereto as **Appendix A** and incorporated herein. Payments to the Town for the percentage of gross revenue will be made bi-annually, based on gross revenue generated in the prior 6 months, on August 1 and February 1.

“Gross Revenue” is defined as the total revenue generated and/or derived by the Lessee and any subcontractors, affiliate(s), agent(s) or associate(s) from all sources associated with the operation of the Golf Courses, including but not limited to greens fees, cart rental fees, sales of food, beverages, and merchandise on site. The gross revenue calculation for the purposes of revenue sharing with the Town will not include revenues generated by the Golf Professional for giving lessons or clinics.

3.4 Lessee Solely Responsible For Costs

The Lessee shall be solely responsible for any and all costs relating to the operation of the Golf Courses, which includes the Leased Premises.

3.5 Bonding of Lessee

The Lessee, its employees and agents who handle greens fees or have other financial responsibility shall, when requested by the Town Administrator, be bonded in a minimum amount as reasonably determined by the Town Administrator after consultation with the Lessee.

3.6 Acknowledgement of Stoneham Oaks Possible Close.

Lessee acknowledges that its fully understands that at any time during the term of the Lease, the Town shall have the right, upon six (6) month written notice to the Lessee, to close the Oaks golf course and repurpose and/or lease or sell the Oaks golf course for another use outside of and apart from this Lease.

3.7 Relocation of Unicorn Club House.

If the Oaks is closed by the Town pursuant to Section 3.6, above, the Town reserves the right, in its sole discretion, to relocate the Unicorn club house that is presently located off of Williams St. to a location on the former Oaks property or on the Unicorn Golf course and to reconfigure the Unicorn golf course and/or access thereto as the Town determines. (Hereinafter referred to as "Clubhouse Relocation".) In the event of such Club House Relocation, the Town will give the Lessee a six (6) month written notice and will consult and reasonably cooperate with the Lessee with respect to any transition. The Town will attempt to minimize the impact of any such work and transition upon the Lessee, including trying to schedule such work and transition, as reasonably possible, outside of the peak golf season. At all times during any re-location of the clubhouse for the Unicorn golf course between the months of March and December 15th of the Lease year, the Town is required to provide the Lessee with a clubhouse, or temporary building(s) and facility(ies) to operate the Unicorn golf course from, that meet applicable codes for public operation, including running water, electricity and flush toilets.

In the event of such Clubhouse Relocation, it shall be completed on or before May 31st of the then golf season so that the Lessee will have the opportunity to operate the Unicorn golf course as served by the Relocated Club House no less than during the months of June, July, August and September of said golf season. If after the Clubhouse Relocation said Relocation has a material negative impact on the Gross Revenues of the Unicorn golf course for such period of time as compared to the Gross Revenues of the Unicorn golf course for the prior golf season for the comparable period of time, the Lessee shall have the following rights: (i) the right during the month of October to re-negotiate the Lease payments made by the Lessee to the Town (see Section 3.3 above) for the remainder of the non-option years of the Lease; and (ii) if the Lessee and the Town are unable to so re-negotiate said Lease payment amount in the month of October, then the Lessee shall have the right to terminate this Lease for the remaining non-option years by written notice to the Town during the period of November 1st to November 14th of said golf season. Under all circumstances, the Lessee shall complete the then current golf season.

3.8 Landscape and Greens Equipment.

The Town owned equipment listed on **Appendix B** hereto will remain at the Unicorn Golf Course for use by the Lessee in maintaining the Golf Courses. The Town will also provide for use by the Lessee, a 2002 Ford F350 pick-up truck GVW 9,900, with an 80 gallon diesel tank for use in refueling golf course equipment. The Lessee will be responsible for the proper maintenance, repair, and replacement of the equipment as necessary. The equipment will remain the property of the Town at the end of the Lease and will be returned to the Town in working order, normal wear and tear excepted. The Town

will be responsible for maintaining MA RMV registration of the Truck; the Lessee will be responsible for insuring the Truck. Replacement equipment provided by the Lessee will remain the property of the Lessee.

3.9. Taxes.

The Lessee shall be responsible for paying, prior to delinquency, any and all taxes and assessments levied or assessed against the Golf Courses in connection with the Golf Course and the Lessee's operation thereof. The Town charges a Personal Property Tax for all property owned by the Lessee. This tax will cover golf carts, equipment, tables, chairs, etc. and is payable quarterly to the Town and/or as otherwise required by applicable law or regulations.

ARTICLE IV

COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS INCLUDING NATIONAL PARK SERVICE LAND AND WATER CONSERVATION FUND AGREEMENT

4.1 Compliance With Applicable Law and Regulations

The Lessee shall be responsible to keep itself fully informed of all applicable federal, state and town laws, bylaws, and regulations, as the same exist or hereinafter may be amended, of any manner affecting its performance of this Lease and its operations hereunder, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Lessee shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with, all such existing and future laws, bylaws, regulations, orders and decrees; and shall hold harmless, defend, and indemnify the Town and its officers and agents against any claim or liability arising from any alleged or actual non-compliance, whether by Lessee or Lessee's agents or employees.

Wherever applicable law mandates the inclusion of any term and provision into a municipal Lease, this Section shall be understood to import such term or provision into this Lease. To whatever extent any provision of this Lease shall be inconsistent with any law or regulation limiting the power or liability of towns, such law or regulation shall control.

The Lessee shall comply with all federal, state and local laws, rules, regulations, policies and orders applicable to the services and work provided pursuant to this Lease, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such services and work. The Lessee shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Lessee to comply with this requirement.

4.2 National Park Service Land and Water Conservation Fund Agreement

The Unicorn and Oaks golf courses are subject to a Land and Water Conservation Fund State Assistant Program Agreement as a result of some initial funding to the Town by the Bureau of Outdoor Recreation of the United States Department of Interior. The applicable provisions of the National Park Service's Land and Water Conservation Fund State Assistance Program, including as set out in the Federal Financial Assistance Manual, Volume 69 (Effective Date: October 1, 2008), CHAPTER 8 - POST-COMPLETION AND STEWARDSHIP, Section D. Leasing and Concession Operations Within a Section 6(f) (3) Area (a portion of Pages 8-2 and 8-3), are incorporated into the Lease and the provisions

thereof shall be specifically listed in the final Lease document. (Web Link: <http://www.nps.gov/ncrc/programs/lwcf/manual/lwcf.pdf>). (**Appendix C.**)

More specifically:

1. In order to protect the public interest, the project sponsor must have a clear ability to periodically review the performance of the lessee/concessioner and terminate the lease/agreement if its terms and the provisions of the grant agreement, including standards of maintenance, public use, and accessibility, are not met. Accordingly, the Town shall have the right to review the performance of the Lessee, and terminate the Lease if the Lease requirements and the provisions of the grant agreement, including standards of maintenance, public use, and accessibility, are not met.

2. The lease/agreement document should clearly indicate that the leased/concessioned area is to be operated by the lessee/concessioner for public outdoor recreation purposes in compliance with provisions of the Land and Water Conservation Fund Act and implementing guidelines (36 CFR 59). As such, the document should require the area be identified as publicly owned and operated as a public outdoor recreation facility in all signs, literature and advertising, and is operated by a lessee/concessioner as identified in the public information to eliminate the perception the area is private. Accordingly, the Leased area shall be operated by the Lessee for outdoor recreation purposes in compliance with the provisions of the Land and Water Conservation Fund Act and implementing guidelines (36 CFR 59). The Golf Courses, including their Leased Premises shall be identified as publicly owned and operated as a public outdoor recreation facility in all signs, literature and advertising, and shall be operated by the Lessee as identified in the public information to eliminate the perception the area is private.

3. The lease/agreement document should require all fees charged by the lessee/concessioner to the public must be competitive with similar private facilities. Accordingly, all fees charged by the Lessee to the public must be competitive with similar private facilities.

4. The lease/agreement document should make clear compliance with all Civil Rights and accessibility legislation (e.g., Title VI of Civil Rights Act, Section 504 of Rehabilitation Act, and Americans with Disabilities Act) is required, and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc. Accordingly, compliance with all Civil Rights and accessibility legislation (e.g., Title VI of Civil Rights Act, Section 504 of Rehabilitation Act, and Americans with Disabilities Act) is required, and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc.

ARTICLE V

KEY AND OTHER PERSONNEL OF LESSEE

5.1 Key Personnel of Lessee

a. The Lessee acknowledges that the Town has entered into this Lease in reliance, in part, on the unique abilities of the key personnel of the Lessee. Those key personnel are set out in the Lessee's Proposal which is incorporated by referenced herein.

b. The positions for which the Lessee is fully responsible for providing personnel and staff, including but not limited to hiring, supervision, payment, and minimum staffing levels for said positions is established in the RFP and as further provided in the Lessee's Proposal, both of which are incorporated by reference herein. Said positions shall include:

On-Site Manager and Designated Assistant On-Site Manager.

An on-site individual serving as manager ("On-Site Manager") of the Golf Courses must have full authority to act for and bind the Lessee in all respects with regard to the management, operation, and maintenance of the Golf Courses, including but not limited to, supervising, hiring, and firing employees, authorizing work orders, and authorizing payments on behalf of the Lessee. The individual shall have served in the capacity of an On-Site Manager of a golf course with the above described level of independent authority for a minimum of five (5) years.

The On-Site Manager must be experienced and qualified to supervise all aspects of the management, operation, and maintenance of the Golf Courses. The On-Site Manager shall also attend meetings as requested by the Town Administrator and prepare any reports requested by the Town Administrator regarding the Golf Courses. The Town is committed to maintaining good relations with the neighborhoods surrounding the Golf Courses, as well as with the patrons of the Golf Courses. To that end, the On-Site Manager shall be responsible for receiving and responding to any complaints or problems the residents surrounding the Golf Course or patrons have regarding the Golf Course's operation. The On-Site Manager shall at all times be courteous to residents of the neighborhoods surrounding the Golf Courses and patrons, and shall be guided by the Town with regard to the resolution of complaints.

In addition to the On-Site Manager, there is a designated Assistant On-Site Manager. The On-Site Manager and/or the Assistant On-Site Manager shall present at the Golf Courses at all times during which the Golf Course are (or Golf Course is) in operation.

The On-Site Manager may also serve as the Pro Shops Manager and/or the Golf Professional at such times as may be determined by the Lessee, and may perform three (3) functions at any one time, during periods of time when golf play is slow due to factors outside of the reasonable control of the Lessee, such as inclement weather.

Pro Shops Manager. The Pro Shops Manager oversees the general operation of the Pro Shops and the Pro Shops counter staff. Said manager shall ensure the highest level of service which the Town is striving to achieve. The Pro Shops Manager may also serve as the On-Site Manager and/or the Golf Professional at such times as may be determined by the Lessee, and may perform these three (3) functions at any one time, during periods of time when golf play is slow due to factors outside of the reasonable control of the Lessee, such as inclement weather.

Golf Professional

The Lessee shall employ a current member in good standing of the Professional Golfers Association of America or Ladies Professional Golf Association (Class A) with a minimum of five (5) years' experience as head or assistant Golf Professional, who will be the resident Professional at the Golf Course. This Professional will work as a teaching instructor to promote and grow the game of golf at Unicorn and Stoneham Oaks Municipal Golf Course. The Golf Professional will be available to advise the Lessee in golf related management decisions. The Golf Professional shall be responsible for developing and coordinating a program of golf lessons, clinics, schools, etc.

The Golf Professional may also serve as the On-Site Manager and/or the Pro Shops Manager at such times as may be determined by the Lessee, and may perform these three

(3) functions at any one time during periods of time when golf play is slow due to factors outside of the reasonable control of the Lessee, such as inclement weather.

Golf Course Superintendent

The Lessee shall employ a Golf Course Superintendent who shall work throughout the golf season and have overall responsibility for maintaining the golf courses in top condition. The Golf Course Superintendent must possess at a minimum, any of the three qualifications listed below:

- (a) A two (2) or (4) year degree in turf grass management from recognized educational institution, and minimum of one (1) year as golf course superintendent, or an assistant golf course superintendent at a recognized golf facility; or
- (b) A short course certificate in turf grass management from an accredited college or university, and minimum of two (2) years as golf course superintendent or assistant golf course superintendent at recognized golf facility; or
- (c) Three (3) years or more experience as a golf course superintendent.

Starter

The Lessee shall employ starters to control play on the Golf Courses. At all times, the starters shall show courtesy and respect to all golf patrons.

Ranger

The Lessee shall employ rangers as needed. Such Ranger(s) shall take necessary action to keep play moving and orderly, and to ensure that the course rules of play are complied with. At all times, the rangers shall show courtesy and respect to all golf patrons.

Ground Staff

The Lessee shall employ a grounds staff under the direction and supervision of the Golf Course Superintendent as needed to keep the Golf Courses in top condition as well as a qualified mechanic to properly maintain all golf course equipment.

Qualified Mechanic (Employee or Contractor)

The Lessee shall employ or contract with a qualified mechanic to properly maintain all Golf Course equipment. The maintenance/replacement of the equipment whether owned or purchased by the Lessee will be the sole responsibility of the Lessee, and not the Town.

5.2 Lessee's Personnel

The Lessee shall utilize only its employees and shall not utilize any third-party Lessees without prior written approval of the Town.

The Lessee shall employ and retain only competent personnel with respect to its obligations pursuant to this Lease. It shall be the responsibility of the Lessee to provide training for all employees of the Lessee.

At the request of the Town Administrator, the Lessee shall consult with the Town to resolve any situation in which a member of the Lessee's personnel is failing to perform to a reasonable and/or professional standard. The Town may require replacement of any member of the Lessee's personnel upon reasonable notice to the Lessee.

In the event that at any time any key personnel shall no longer be employed or otherwise retained by the Lessee, the Lessee shall use its best efforts to engage the services of a similarly qualified individual. If a permanent replacement for such individual is not employed or otherwise retained by the Lessee within forty-five (45) days following the date on which the prior personnel left the Lessee, at the request of the Town Administrator, shall meet with Town representative(s) to determine how the Lessee will address the matter and meet its obligations under this Lease. During such interim period of time, the Lessee shall provide a qualified temporary replacement to perform said duties.

Employees of the Lessee shall wear identification badges or some other item so that the public can visually determine their employment by or duties at the Golf Courses.

The Town reserves any and all rights under applicable law and regulations with respect to criminal offender record information and requirements ("CORI"), and the Lessee is required to comply therewith as may be required by said law or regulations or otherwise as may be requested by the Town in accordance with said law or regulation.

ARTICLE VI

SCOPE OF SERVICES – LESSEE'S REQUIREMENTS

6.1 Scope of Services – Lessee's Requirements

In addition to the other requirements of the Lessee contained in this Lease (see Article 2, above for incorporation by reference of the Request for Proposal and the Lessee's Proposal), the Lessee shall be responsible for the following:

1. Management, operations and maintenance of the Golf Courses, including all day-to-day operations of the facilities, including maintenance, equipment maintenance, clubhouse operations, pro shops merchandise operations, snack bar, sales and marketing, budgets, accounting, human resources, etc.
2. An annual business plan and operating budget, including expenditures for operations, equipment maintenance, inventory, advertising, sales and promotions, repairs and revenue projections with recommendations on all fees such as green fees, cart fees, annual fees, etc., submitted to the Town in January of each lease year beginning in 2017.
3. A projected report on staffing levels going forward.
4. Developing a marketing strategy aimed at attracting rounds played from the local market as well as tournament play, packages with local hotels, and events.
5. Hire, properly train, and supervise all staff required to manage and operate the facility consistent with the Town's general direction and goals and the Lease. All staffing shall be, and remain at all times, employees of the Lessee.
6. Acquire and maintain all necessary licenses and permits.

7. Lessee shall provide or acquire all equipment, goods and services necessary to carry out its obligations hereunder and pursuant to its Lease.
8. Lessee shall manage and pay all operating golf course expenditures and collect all revenues of any sort.
9. Lessee shall maintain the Golf Courses and clubhouses/pro shops in accordance with the requirement of the this Lease, including, but not limited to the facilities being clean of debris and rubbish, and the restrooms sanitary, with proper lighting, and stocked with appropriate paper and cleaning products.

ARTICLE VII

USE AND OPERATION

7.1 Hours and Days of Operation. The primary operating period shall be daily, daylight to dusk, seven (7) days per week, weather permitting, beginning early March and ending late November or mid-December depending on weather, each year of the agreement. The golf course may not be operated during the months of January and February, without approval from the Town Administrator. With the approval of the Town Administrator or designee, the Lessee has the right to close the Golf Courses or part thereof to make repairs or because of inclement weather conditions which could cause severe damage to the golf course. Also, the Town Administrator shall have the authority to close the Golf Courses for reasonable cause as determined by the Town Administrator.

7.2 General Management and Limitation on Changes of Hours and Days of Operation

Lessee agrees to operate the Premises as is usual in first-class municipal nine (9) hole golf courses and to operate all facilities in connection with the Premises as hereinafter provided and as provided in Section 7.1 above. The Lessee shall make no changes in scheduled seven (7) days per week from dawn to dusk operations for the Golf Courses, unless specifically agreed upon in writing by the Town in its sole discretion. With the approval of the Town Administrator or designee, the Lessee has the right to close the Golf Courses or part thereof to make repairs or because of inclement weather conditions which could cause severe damage to the golf course. Also, the Town Administrator shall have the authority to close the Golf Courses for reasonable cause as determined by the Town Administrator.

It is understood by and between the parties that the operation of the Golf Courses may be affected by weather conditions and that, by mutual agreement of the Lessee and the Town Administrator or his/her designee, the Lessee's hours of operation on any given day may be less than, or greater than, that which is set forth above; subject to any restrictions as may be placed upon the Lessee by local licensing authorities, which restrictions may, under no circumstances, be waived or altered by the parties hereto.

7.3 Lessee's Representation and Warranties

The Lessee warrants that it has inspected the Premises and agrees to operate the Premises in "as is" condition.

7.4 Fees/Green Fees

A schedule of greens fees and cart rental fees for the 2016 golf season (2016) is attached hereto as **Appendix D**. (Submission Document No. 4 of the Proposal). Greens fees for Stoneham residents shall always be discounted from non-resident rates. Special consideration for seniors and veterans is encouraged. Any increases in future fees must be approved by the Town Administrator in his/her reasonable judgment. Any increase in future greens or cart rental fees must be approved by the Town Administrator in his/her reasonable judgment.

7.5 Credit and Debit Card Acceptance

The Lessee must accept at both club houses and pro shops, credit and debit cards (including Visa and Mastercard) for payment of any golf fees and any transaction.

7.6 Duties and Requirements – General/Incorporated By Reference

The Lessee shall operate and manage the clubhouses and pro shops at the Golf Courses in accordance with the terms and conditions of this Lease. The Lessee shall operate the golf courses in a professional manner. The Lessee shall use its best efforts to provide that all its employees act in a professional, respectful, and non-discriminatory manner to the public. The Town shall from time to time, after consultation with the Lessee, promulgate such rules and regulations as it deems proper or necessary for the operation of the Golf Courses. The Lessee shall be responsible for enforcing and carrying out such rules and regulations to the satisfaction of the Town. However, at all times, the Lessee shall act as, and be deemed, an independent Lessee.

7.7 Two (2) Nine (9) Hole Golf Courses/Open to Public

Throughout the term of this Agreement, the Lessee shall continuously operate the premises as two (2) nine (9) hole golf courses available for use by the general public on a non-discriminatory basis, subject however to the possibility of a Stoneham Oaks closure as set out in Section 3.6 above.

7.8 Opening/Closing of Golf Courses – Specific Determinations

Any specific determination of when the courses are to be open, and when golf carts are to be prohibited on the courses, is made by the Lessee.

7.9 Employee Identification

Employees of the Lessee shall wear identification badges, name plates or appropriate staff shirts at all times when working at the Golf Courses.

7.10 Communications/ Walkie-Talkies/ Cell Phones or Functional Equivalent

Walkie-Talkies, cell phones or other functional and working telecommunications equipment which serves the same function, shall be provided by the Lessee to its personnel so as to allow communications between the pro shop with starters, rangers, greens crew and any other relevant individuals.

7.11 Licenses and Permits

The Lessee shall secure and maintain in force all licenses and permits by any federal, state or Town of Stoneham agency, department or official, required to perform any

and all services required by this Lease. Failure to obtain and maintain any required licenses and/or permits shall give the Town the right to suspend (or void, if necessary) the Lease other than the rental payments to the Town and the insurance and indemnification requirements of the Lease.

7.12 Smoking Prohibition

There shall be no smoking in any building located on the Golf Courses subject to this Agreement. The Town reserves the right to prohibit smoking on the golf courses or adjacent municipal property.

7.13 Snack Bar/Food and Beverages

The Lessee shall use good business judgment with respect to the type and quality of concession and vending products. Additionally, the following requirements shall apply:

1. All products must meet all requirements of applicable federal, state and town laws, bylaws and regulations, including with respect to health and safety;
2. All products must be fresh and shall not be sold after any printed or applicable expiration date.
3. The Town through its agent(s), including the Board of Health and its health agent, shall have the right at any reasonable time to inspect or have tested any product of the Lessee, and the Lessee shall fully cooperate with the Town and its agent(s) in such inspection or testing.
4. Food shall be, attractively presented, varied sufficiently to avoid boredom, presented with sufficient alternatives to allow for individual differences in tastes, and must include some "healthier" food items, such as bottled water, juice and "nutritional bars".
5. Any disposable products used on the Leased Premises shall, if reasonably feasible, be made from recyclable materials and shall be recyclable and biodegradable.

7.14 Selling or Consumption of Alcohol at the Golf Courses, Including Clubhouse

There shall be no selling or consumption of alcohol beverages on the Golf Courses or any associated facility, other than: (i) as may be authorized by the Town Administrator subject to the grant of a "one-day" license by the Board of Selectmen, pursuant to applicable State law and "ABCC" regulations; or (ii) pursuant to an amendment of the Lease after the terms and conditions of such amendment, including additional rent from the Lessee to the Town, is agreed to by the parties, also subject to approval and licensing by the Board Selectmen. Nothing in this Section is intended to imply that any consideration or determination to amend the current Town policy prohibiting the sale or consumption of alcoholic beverages has occurred.

7.15 Certain Standards and Prohibitions Relevant To The Lease Premises

1. All merchandise sold at the Golf Courses shall be of good quality.
2. No electronic games shall be installed in the Golf Courses buildings.
3. Gambling and card playing shall be prohibited.

4. There shall be no smoking in any building located on the Golf Courses subject to this Lease. The Town reserves the right to prohibit smoking on the Golf Courses.
5. The Leased Premises shall be used in a dignified manner.
6. The Lessee shall not permit any disorderly conduct in the leased area, and if the Lessee cannot prevent or stop disorderly conduct, the Lessee shall call the Stoneham Police Department to notify the Police Department of the relevant facts and circumstances.
7. No entertainment shall be permitted on the Leased Premises without the Lessee obtaining the appropriate entertainment licenses from the Board of Selectmen as the licensing authority for entertainment licenses. Nothing in this Lease shall require the Board of Selectmen, as such licensing authority to grant an entertainment license for any proposed entertainment requiring such.
8. No trade or occupation other than the golf related accessory uses specifically allowed pursuant to the RFP and this Lease shall be conducted on or in the Leased Premises, nor may any use made of the Leased Premises which will be unlawful, improper, noisy or offensive, or contrary to any federal, state or Town statute, bylaw or regulation.

ARTICLE VIII

UTILITIES

8.1 Utilities

All utility expenses such as water, sewer, electric, gas, waste disposal, recycling, telephone, cable television service, Internet service etc. which are or may be required to operate the Golf Courses shall be borne and timely paid for by the Lessee, including relocation of utilities, permits, connection fees, etc. Lessee shall provide any and all utilities, equipment, utensils and supplies necessary to the operation of all concessions (including snack bar(s) at all buildings at the Golf Courses. Lessee acknowledges that the leased premises currently contain adequate electrical supply for current operations at the Golf Courses. Should the Lessee desire any additional electrical line supply, the Lessee agrees to bear the full cost and expense of the installation of such additional electrical supply, subject to the prior written consent of the Lessor. The Lessee shall relinquish and, as applicable, return to the Town, any Town owned or provided equipment or structure(s) at the termination or other expiration of this Lease in as good order and condition as presently they are, reasonable wear and tear accepted.

ARTICLE IX

REPAIRS, ALTERATIONS, ADDITIONS AND CAPITAL IMPROVEMENTS

9.1 Capital Expenditures

The Lessee shall be responsible for paying for capital expenses related to buildings, systems, and other infrastructure ("Capital Expenses") at the Golf Courses up to \$10,000 per year. The Town will be responsible for Capital Expenses exceeding \$10,000 per year only upon written approval of Town Administrator in advance of capital expenditures exceeding \$10,000. In no event will the Town be responsible for Capital Expenditures caused by the negligence or intentional act of the Lessee, its official(s), employee(s), or agent(s). Capital Expenses are defined as purchases for fixed assets, like buildings and equipment and are not used for ordinary day-to-day operating expenses of the Golf Courses. Repairs that are considered capital improvements are those that will increase the useful life of the asset, create a physical expansion, replace a major structural part, or increase capacity. The Town will be responsible for the cost of any modifications required to comply with ADA requirements.

The Lessee may at its own expense, make capital improvements to the Golf Courses in excess of \$10,000 if those expenses are approved in writing by the Town Administrator in advance. Any approved capital improvement cost ("Capital Expenditures") in excess of \$10,000 borne solely by the Lessee shall be deducted from the gross revenue calculation which will form the basis for revenue sharing with the Town. If this occurs, the percentage used to calculate the payment to the Town will be that percentage associated with the total gross revenue amount before the deduction is made.

The Town will bear 100% of the cost of replacing the roof on the Unicorn Restroom building when it fails and needs to be replaced.

9.2 Alterations and Additions – Additional Requirements and Process

Even when required of the Lessee pursuant to this Lease, the Lessee shall not make any alterations or additions to the Leased Premises without first obtaining the written consent of Town. Consent will not be unreasonably withheld by the Town. Wherever consent is required, it shall include approval of plans and contractors. All such allowed alterations shall be made at Lessee's expense, in compliance with all applicable federal, state and Town statutes, bylaws and regulations, and shall be of good quality. Except as set forth below, any alterations or improvements made by the Lessee which are permanently affixed to the Leased Premises or affixed in a manner so that they cannot be removed without defacing or damaging the Leased Premises shall become property of the Town at the termination of the Lease. Trade fixtures as defined below shall be removed by the Lessee at the end of the term of the lease. Lessee shall repair to the satisfaction of the Lessor, any damage to the Leased Premises caused by the removal of said trade fixtures. For the purposes of this Lease, the term "trade fixtures" shall refer to all equipment, machinery and any similar items which Lessee installs in the Premises, regardless of whether such equipment is attached to the Premises, and would qualify as a fixture under Massachusetts real property law. Included, among Lessee's trade fixtures without limitation of the generality of the foregoing, are refrigerators and freezers, ovens, stoves, ranges, disposals, grills, dishwashers, steam tables, counters, hoods, mixers, kitchen sinks, and light fixtures. In the event that Lessee installs trade fixtures (hereinafter "additional trade

fixtures”), Lessee shall maintain an inventory of such additional trade fixtures and may remove such additional trade fixtures at the end of the term of this Lease.

The Lessee shall not permit any mechanics, liens or similar liens, to remain upon the Leased Premises for labor and material furnished to the Lessee or claimed to have been furnished to the Lessee in connection with work of any character performed or claimed to have been performed at the direction of the Lessee or otherwise for the Lessee, and shall cause any such lien to be released of record forthwith without cost to the Town.

9.3 Alterations/Additions – Specifically

The Plans for alterations and/or additions are set out in Section 13 of the Proposal for the Golf Courses are attached hereto as **Appendix E**. These include work and improvements at and near the parking lot areas, to the Clubhouse and Snack Bar.

The Lessee shall clean and paint the building facilities, clean-up the exterior plantings surrounding the two main clubhouses and plant annual and perennials, all as set out in its Proposal,

9.4 Contractors

Any contractor work scheduled by the Lessee will have the company name submitted to the Town for final approval. The Town reserves the right to deny a contractor for performing the work. All contractors hired for use by the Lessee must carry sufficient bonding capability and insurance, satisfactory to the Town and a complete certificate of insurance must be submitted to the Town Administrator prior to the commencement of work.

ARTICLE X

MAINTENANCE INCLUDING BUILDINGS/ GROUNDS SPECIFICATIONS FOR GOLF COURSES/ BEAUTIFICATION PLAN

10.1 Maintain and Improve the Overall Conditions At The Golf Courses

The Lessee shall maintain and improve the overall conditions at both Golf Courses to “provide a first-class quality product” as described in its Proposal, including improving the greens, tees, fairways, roughs, wear areas and golf traffic control with focused day to day maintenance and management practices as set out in its Proposal Section 9 - Technical Approach and Plans to Meet Requirements for the Unicorn and Oaks Golf Courses, which is also attached hereto as **Appendix F**.

The Lessee shall accept all properties, facilities, and equipment, including the irrigation system, “as is” in their presently existing condition. The Lessee shall, at its own expense, make all repairs necessary to maintain Town-owned buildings, structures, facilities and equipment, and has total responsibility for building maintenance to include, but not limited to, repair and replacement all the respective Town-owned Golf Course properties, fixtures, plantings, furniture, and related equipment and the heating, utility, and plumbing systems. The Lessee shall keep the Golf Courses and all buildings, including all restrooms, clean and orderly. It is acknowledged by the Lessee that standards for the maintenance, upkeep and repair of the golf course (greens, fairways, bunkers, rough, tees,

irrigation, etc.), clubhouse, pro shops shall be made part of the Lease in the Town's reasonable determination. The Lessee is responsible for keeping the access driveways and parking lots serving the Golf Courses free of snow or ice accumulation during the golf season. The Town will be responsible for snow plowing the parking lot area of the golf courses. It is further understood that the Lessee shall provide the Town Administrator a monthly management report in a format approved by the Town Administrator that shall include maintenance to greens, tees, fairways, roughs, building maintenance, levels of irrigation, fertilization, weed control, and other maintenance and beautification. Such report shall be provided within fourteen (14) days of the end of each month, and may be required on a more frequent basis if deemed necessary by the Town. The Lessee shall not make any alterations, additions, or improvements to the Golf Courses and facilities without the prior written consent of the Town Administrator. All alterations, additions, and improvements, whether temporary or permanent in character, shall at all times be deemed to be the property of the Town and shall remain upon the premises at the termination of the Lease. The Lessee shall have available for use at the Golf Courses on a timely basis all equipment needed to perform the services required pursuant to this Lease. The Lessee shall be responsible for the Golf Course security equipment and measures, including any additional lighting need or reasonably required by the Town, building alarms and cameras, as needed or reasonably required by the Town. The Town shall also have the right to maintain cameras at the Golf Courses, including, but not limited to, facing the pro shops and any other areas where green fees or other revenue is collected.

10.2 Maintenance – Additional Requirements

I. General Requirements

Perform all maintenance functions consistent with normal golf course operations, to include but not be limited to: mowing fairways, rough, and greens; maintaining sand traps, tee boxes, cart paths, piping and electrical systems; maintain golf carts; removing brush and obstructions

Perform cleaning and repairs to clubhouse, outbuildings, and all other facilities on the property, as needed for continued use and operation

Prepare for winterization of golf course, piping systems, buildings, golf carts, and all other facilities, equipment, and tools, to minimize weather damage and deterioration

Perform all treatments and sprayings to greens, fairways, tee boxes as the current season winds down, and in preparation for next year's season

Oversee, manage, and account for all elements of maintenance expenditures and costs; and maintain auditable financial records of all expenditures and costs

The work includes maintenance of grass on greens (including putting greens and perimeter slopes), tees (including practice tees), fairways, roughs, sand traps, and maintenance of shrubs, trees, and landscaping around clubhouse and throughout the entire 18-hole course. It shall be the Lessee's responsibility to maintain and upkeep the entire golf course and clubhouse, to include putting and chipping green, in a reasonable and satisfactory manner. This will include pruning, general upkeep, fertilization and grooming of areas around shrubs, planting of trees, shrubs and flowers (as well as areas along all ditches/culverts and ponds) in approved horticultural and arboricultural practices and

maintenance and operation of the irrigation and drainage systems. It is the Lessee's responsibility to upkeep and repair service roads now existing or later created, such maintenance to be for the purpose of reasonable travel, aesthetics and for the prevention of washed out areas. Flower planting must include as a minimum large planters at each first tee box for both courses. These shall be planted with flowering annuals which shall be watered daily and fertilized as needed to maintain healthy plants throughout the golfing season.

The Lessee shall be responsible for the upkeep and additional beautification of the exterior of the clubhouses, including exterior grass, adding flower beds and shrubbery in the clubhouse area, sweeping of sidewalks and entrances while removing grass and mud. The Lessee is liable for the daily upkeep of the parking lot, including snow and debris removal, and buildings provided for storage of equipment and supplies. The Lessee shall be responsible for damage to the storage buildings and other buildings by its personnel and equipment. As set out in Section 14 of its Proposal, the Lessee shall clean and paint the pro shops and adjoining premises. Clean up the exterior plantings surrounding the two main clubhouse and plant annuals and perennials that will add a pleasing visual touch that is currently lacking.

II. Personnel Requirements

In addition to the minimum staffing required set forth in the RFP, the Lessee shall maintain a sufficient number of personnel at all times to accomplish, on schedule, all work under this Lease.

III. Equipment, Materials, and Supplies

No equipment or vehicles other than those required for on-site use at the Golf Course may be stored on the premises without the written consent of the Town Administrator which shall be at his/her sole discretion and all Town equipment stays on site at all times.

In addition to the Town provided maintenance equipment, the Lessee shall furnish at power golf carts, new or in "like new" condition sufficient to meet the demand of the courses. The Lessee shall provide the Town Administrator or his/her designee with a copy of the maintenance service schedule and the Town shall have the right to require the Lessee to stop using and replace any golf cart the Town deems dangerous, unserviceable, or not in keeping with the character of the Golf Courses.

On or before March 1, 2016, the Lessee shall provide written evidence to the Town Administrator that it owns or leases the required golf carts and that such golf carts will be available at the Golf Courses by the beginning of the golf season. All required equipment must be maintained capable of reliably performing the required maintenance. The Lessee shall be responsible for replacing any required equipment which fails to perform reliably during the term of the lease.

The Lessee shall provide and make available all the personal property and equipment which is peculiar to and needed by the Golf Courses for their operation and maintenance in full accordance with this Lease. Additionally, the Lessee shall be required to provide and keep on site or otherwise make available as needed the equipment set forth in its Proposal. No equipment or vehicles other than those required for on-site use at the golf course may be stored on the premises. At the termination of the Agreement, all equipment owned by the Lessee shall be removed within ten (10) days of the termination date. In the event that the Lessee becomes insolvent or relieved of the contract, the

Lessee's equipment shall be used by the Town to carry out golf course maintenance work if still on the Golf Courses..

It is the Lessee's responsibility to furnish sufficient distance markers, litter baskets, signs, tee markers, hole cups, flags, and flag poles, out of bounds markers, and adequate number of benches, bunker rakes and the general equipment for the golf needs including ball washers, divot repairs and replacement of all these items. The flags and flagpoles for the golf course shall be replaced when stolen, faded, frayed or in the otherwise unacceptable condition.

All materials such as sprays, hand tools, forestry equipment, sod, grass seed, loom, sand, mulch, fertilizers, gravel, herbicides, fungicides, signs, litter baskets, testing kits, insurance's etc. are solely the responsibility of the Lessee.

The Lessee is required to provide fuel for use on the course including fuel for equipment and golf carts. The Lessee will maintain all necessary records pertaining to fuel inventory and maintain said equipment to all state and federal air quality requirements.

IV. Detailed Standards

Greens, Practice Putting Greens, and Aprons

Mowing - mowed daily at a maximum height of 3/16" varying mowing directions each time greens are mowed. All programs that are required for putting greens will also be applicable to the collar and approach areas. The only difference will be mowing and vertical mowing practices.

Change cup locations daily during active season and at least four (4) times weekly during the offseason. Repair ball marks, divots, or any other damaged turf on all greens and practice putting green at least five (5) times weekly.

Core, aerate all greens and practice putting greens a minimum of two (2) times each season. This will be done with equipment which places holes on two-inch centers and a minimum of two inches deep.

Top dress all greens and practice putting greens after aerification and additionally as needed to maintain a smooth putting surface. Atop dressing application rate of 0.6 to 1.0 cubic yards of material per 1,000 square feet is typically required. A representative sample of the existing soil material of the greens shall be submitted to a reputable physical soil testing lab to determine the specific characteristics of the dressing material to be used. Top dressing should occur every three to four weeks during the summer growing season.

Light vertical mowing of all greens and practice putting greens shall be performed every seven to ten days from May to September to control mat and thatch build-up and stimulate optimum turf growth. Heavy vertical cutting should be done twice in conjunction with the first and second core aerification operations to control thatch accumulation.

Spiking of all greens and practice greens shall be performed as needed between aerifications to maintain proper water infiltration.

Fertilization - the greens fertilization program should be based on bi-annual spring and fall chemical soil analysis results to determine specific requirements. Only fertilizer specifically formulated for putting greens shall be applied.

Fungicide - all greens and practice greens shall have appropriate fungicide applications at a preventative rate at intervals not to exceed 21 days and additional applications at a curative rate may be required to control fungus activity and prevent damage to the turf. This will be especially important prior to and just following overseeding.

Pre-emergent chemicals - (such as *Balan*, *Dacthal*, etc.) shall be used in the appropriate amounts and appropriate times to prevent intrusion into the greens of weeds difficult to eradicate such as poa annua, goosegrass, crabgrass, etc.

Weed Control - all greens and practice greens shall be maintained free of foreign grasses and weeds, even if it is necessary to remove them by hand.

Insecticide - all greens and practice greens shall be treated on a preventative basis not to exceed six-week intervals, and additionally on a curative basis as may be required to control insect activity and prevent damage to the turf. The Lessee or his designated employee shall possess a valid Massachusetts pesticide license. A copy of this license for all pertinent employees shall be submitted with the response to the Request for Proposals. The Lessee shall be responsible for knowing and fulfilling all applicable local, state and federal laws and regulations concerning the use (including posting notification requirements and right to know laws) and storage of turf and agricultural chemicals. The Lessee shall immediately advise the Town of any changes in laws as they affect the use of turf and agricultural chemicals on the golf course. In addition, the Lessee shall keep accurate and complete chemical usage records, such records shall be available for inspection by the Board. Only licensed employees shall be designated to perform pesticide applications.

All pesticides to be stored in the approved on-site pesticide storage building only. No other on site location may be used to store pesticides.

All Areas Used for Tee Surface

Mowing - All tees shall be mowed to a height ranging from 1/2 to 3/4 inches no less than three (3) times per week at an interval not to exceed three (3) days.

Top Dressing - All tees shall be top dressed a minimum of three (3) times each season with weekly divot repair.

Seeding - All tee areas shall be overseeded each spring and fall at a rate of not less than 5 pounds per 1,000 square feet.

Set-Up - Tee markers shall be moved daily during active season and at least four (4) times weekly during the off-season. Litter containers shall be emptied as necessary. Ball washers shall be filled as needed and supplied with clean towels.

Weed Control - Tees shall be kept weed-free to an extent of at least 90% of the area by the proper application of approved herbicides.

Aerification - All tees shall be core aerified a minimum of three (3) times each season.

Fertilization - All tees shall be fertilized at a minimum rate of 8 to 10 pounds of nitrogen per 1,000 square feet on an annual basis. Bi-annual (spring and fall) soil analysis shall be utilized to determine other specific nutritional requirements.

Fairways and Roughs - All Areas of Play except Greens, Tees, and Natural Growth Areas

Mowing - All fairways shall be mowed three times a week at a height of 1/2" during the active growing season and as needed for the balance of the year.

Aerification - All fairways and roughs shall be aerified a minimum of once per season. Aerification holes shall not exceed a spacing of three inches on center or be of a diameter of less than 1/2". Minimum penetration of two inches. For any areas through the golf courses where there is heavy traffic and where patterns are very concentrated, such as exist and entrance points of the cart paths, two or three supplemental core aerifications should be conducted annually during the growing season.

Fertilization - All fairways and roughs shall be fertilized at a rate of four to five pounds of nitrogen per 1,000 square feet on an annual basis. Soil analysis results (spring and fall) shall be used to determine other nutritional requirements.

Weed Control - Fairways shall be kept weed-free to an extent of at least 90 percent of the area by the proper application of approved herbicides.

Roughs - All rough areas are to be maintained at a maximum height of two inches and a minimum of one (1) mowing per week.

Landscape Areas - All Areas within Perimeter of Operations Planted with Ornamental Plants, Not Intended for Golf Play, and Having a Definable Border Clean-Up - All areas shall be maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs, and leaves.

Weed Control - All areas shall be maintained free of weeds or grass whether by mechanical or chemical means.

Trimming - The plant material (trees, shrubbery, and ground covering) shall be trimmed as necessary for protection from wind, insect damage, and for appearance.

Replacement - The plant material (trees, sod, shrubbery, annual plant material, and ground covering) shall be replaced as necessary to maintain a pleasing display to the public.

Trees - All Trees within the Perimeter of Operations Staking - All trees shall be staked as necessary to protect and establish sufficient size to stand unassisted.

Pruning - All trees shall be pruned as necessary for protection from wind and pests as well as for appearance.

Irrigation - All trees shall be watered to provide adequate moisture for proper growth.

Mowing - Mechanical removal of grass shall not be accomplished within one foot of the tree trunks.

Removal and Replacement - All damaged trees shall be removed and replaced by the Lessee within thirty (30) days unless determined differently by the Town. The Lessee shall coordinate with the tree warden to determine the type of tree which shall replace any trees damaged and replaced during the term of this Lease. The Lessee is not required to perform tree removal which requires the climbing of a tree as reasonably determined by the

tree warden. (This limitation on tree climbing shall not apply to the pruning of trees as provided for above.)

Irrigation - All Equipment Required to Irrigate All Areas of the Golf Course - Repair or replace all heads, valves, controllers, wiring, and pipe as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planters, flower beds, etc.) on an on-going basis.

The irrigation pumps shall be serviced and maintained on a regular basis as provided in the manufacturer's maintenance manual, but not less than twice per year. The Lessee will provide the Town a copy of service reports for its records. In the event replacement of pumps for delivery of irrigation water becomes necessary, such replacement in excess of the \$10,000.00 will be at the expense of the Town.

Fences - All Wood Fence or Chain-link Fence within the Boundaries of the Golf Course -

Repair all broken or damaged fencing on a weekly basis. Replace all fences as needed within thirty (30) calendar days of determined replacement need as determined by the City.

Repair or replace all fences, gates, and locking devices needed for protection of the golf course or equipment immediately.

Edging - All edging of sidewalks, patios, and cart paths must be done on a weekly basis. Edging of trees, sprinklers, valve boxes, meter boxes, backflow preventer, etc., shall be done as needed to ensure that there is no obstruction of play from growth around these items.

Sand Traps - All sand traps shall be edged as necessary to maintain a neat lip, raked daily, and filled with fresh sand as needed to maintain an eight-inch depth on slopes and a six-inch depth in the bottom. Replacement sand will be specified and approved by the City.

Color Areas - Various planting areas throughout the course shall be regularly cultivated, weeded, and pruned on a regular basis, with at least two (2) replanting programs for annuals scheduled each year.

Construction and Remodeling - Any change in the physical characteristics of any area of the golf course such as addition or removal of sand traps, addition or removal of any hazards (water, trees, or native vegetation), regarding involving movement of soil exceeding 20 cubic yards in any single area, or the modification of any portion of the golf course or the buildings must be approved by the Town.

Programs - All programs for fertilization, chemicals, and top dressing formulations must be reviewed and approved by the Town prior to the application or use on the golf course

Trash and Debris Removal - Trash and debris removal will be at the Lessee's expense. The Lessee will take special care to ensure minimal problems for refuse odors, insects, etc. The Lessee is responsible and removing all litter and rubbish daily from the golf course.

Damage - The Lessee shall be responsible for drainage problems which may develop as a result of an act of nature. Repairs will be made to bare spots created through an act of nature and any wet spots which might be created. Damage reports including pictures should be made on any problems which might develop. The Lessee shall be liable from

any damage done to the golf course, greens, tees, fairways, clubhouse and the entire premises through the use of Turf grass chemicals or the spillage of gasoline, oil, hydraulic fluid, etc., either through negligence or from leaking vehicles. In addition, the Lessee is responsible for personnel and/or equipment damaging of sprinkler heads.

Other - Lessee will be responsible for good appearance, mowing roughs and all unimproved areas as needed, spraying fairways, roughs, and fence lines for weed control, and soil testing for adequate analysis at least once per year.

Golf Course Supplies, Services, Islands, etc. - Lessee shall be responsible for supplying, repair or replacement of all flags and poles, ball washers, tee markers, benches, signs, water coolers, etc., as needed. If there is a question as to the condition of an item, the Town's opinion shall prevail.

Additional Maintenance and Repair Requirements

Lessee shall maintain in good condition and order reasonable wear and tear excepted, the Leased Premises and shall keep sanitary and free of debris an area of fifty-foot (50') radius adjacent to the Leased Premises. The Lessee shall accept all properties, facilities, and equipment "as is" in their presently existing condition. Throughout the term of this Lease, the Lessee agrees to maintain the structural, non-structural and mechanical components, including but not limited to any sprinkler systems and any heating or air conditioning systems, grease trap and water irrigation systems, in the same condition as they are in on the commencement date of the Lease or as they may be put in during the term of this Lease, reasonable wear and tear or damage excepted. The Lessee shall not permit the Leased Premises to be damaged, stripped or defaced, nor suffer any waste.

The Lessee shall not overload the electrical wiring serving the Leased Premises or within the Leased Premises and shall install, at its own expense, but only after receiving the written approval of the LESSOR, any additional electrical wiring which may be required in connection with Lessee's operations.

The Lessee agrees to vacuum the Leased Premises on a daily basis and to shampoo any the carpet in the Leased Premises three (3) times yearly or on a more frequent basis should the Town determine that more frequent shampooing is required.

The Lessee shall save the Town, its officials, employees and/or agents harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow or ice from the Leased Premises, including the roof of the any building or by any nuisance made or suffered on the Leased Premises.

The Lessee shall provide a written formal sanitation program which meets or exceeds the minimum requirements of all state, federal or Town (including Board of Health) requirements regarding food and beverage service.

The Lessee shall have any portion of the Leased Premises exterminated if deemed necessary by the Board of Health.

Representatives and agents of the Stoneham Board of Health, Fire Department and the Building Inspector shall have the right to Leased Premises, as needed, for public health

and safety reasons. Subject to the need to protect the public health and safety, such Town representatives and agents will, if practicable attempt to provide such notice, if any, that would generally be attempted in such situations and matters by said representatives and agents.

The Lessee shall be responsible for maintaining all furniture on the Leased Premises in a neat, clean and attractive condition.

If after written request of the Town to the Lessee to perform necessary repairs and maintenance, said repairs and maintenance are not commenced and completed within a reasonable period of time under the circumstances, and at the sole discretion of the Town, the Town may undertake repair or maintenance of the Leased Premises which is the responsibility of the Lessee. In the event that the Town, at its sole discretion, elects to undertake any such repair or maintenance, the Lessee shall bear the full cost for said repair or maintenance, including, but not limited to, the cost for labor and materials. Failure of the Lessee to pay for the full cost of said repair and maintenance within ten (10) days of being billed for same, shall subject the Lessee to all the rights and remedies available to the Town, including acting against the Performance Bond or other security authorized by the Town.

Lessee shall provide, at its own expense, reasonable heat and air conditioning to the Leased Premises.

The Lessee shall, at its sole expense, repair or replace as may be required, all electrical or incandescent light bulbs or fluorescent tubes or other lighting devices located within the Leased Premises.

The Lessee shall be responsible for all disposal and removal of trash and food waste from the Leased Premises. Such responsibility shall include recycling, composting and trash disposal and removal from the Leased Premises. The Lessee shall provide and maintain appropriate receptacles for initial disposal by the public and invitees at appropriate locations on the Leased Premise.

The Lessee shall be responsible for the provision and cost of any and all required dumpsters, which shall be located in an area(s) approved by the Town Administrator or his/her designee. No trash, refuse or other waste shall be allowed to accumulate as to constitute an unsightly appearance or smell on or in the Leased Premises or so as to constitute a fire or health hazard.

The Lessee shall provide appropriate receptacles for temporary storage of recyclable materials, including, but not limited to, cans and bottles. Said receptacles shall be appropriately designed and constructed to handle the types of recycled materials stored therein and their appearance shall to the extent reasonable possible not be detrimental to the Golf Courses. Containers must be made of rodent-proof material, such as metal or plastic, and of sufficient strength to bear the weight of stored material without cracking or breaking and to resist puncturing by normal deposit of materials.

Receptacle construction and placement must pose no danger to the public, and shall comply with all building and fire codes. Receptacles shall be top-plee-proof at full load. Prior to the installation of any such receptacles, the Lessee shall obtain prior written approval for the proposed design and location of said receptacles from the Town Administrator or his/her designee.

The area surrounding the receptacles for temporary storage of recyclable materials shall be maintained in a clean and sanitary manner at all times. No recyclable materials shall be allowed to accumulate around any receptacle or to overflow from any receptacle.

The Lessee shall be solely responsible for all glass in or within the Leased Premises.

The Lessee shall be responsible for the repair and replacement of any broken or cracked windows, at its own cost. The Lessee shall also be responsible for assuring that all such windows are cleaned, both the interior and exterior side as needed or on a regular basis.

The Lessee shall pay attention to and complete preventative maintenance projects to help prevent major repairs as set out in Section 13 of its Proposal, Section entitled "Building Maintenance".

ARTICLE XI

ACCOUNTABILITY OF REVENUES/RECORD KEEPING

11.1 Accountability of Revenues

The Lessee methods used to ensure the accountability for all revenues generated at the Golf Courses shall be no less than set out in its Proposal, the provisions of which are included in Section 10 of said Proposal, entitled "Accountability of Revenues", which is attached hereto as **Appendix G**.

In supplementation of the provisions/requirements contained in the Lessee's Proposal, including Section 10 thereof, as referenced above, the following requirements shall also be complied with by the Lessee to the extent not otherwise contained in the Proposal or otherwise more protective of the Town:

1. The Lessee shall provide a written report on a quarterly basis to the Town Administrator of all revenues received, regardless of source, including but not limited to, green fees, food and beverage sales, pro shops sales, golf cart rentals, club and pull cart rentals, golf lessons, tournament fees, marketing and advertising revenue, facilities rental and the like. Said written monthly report shall be provided to the Town no later than fifteen (15) days after the end of each quarter unless otherwise extended in the sole discretion of the Town Administrator. The Lessee shall also provide a monthly written report of all public access, free rounds, and or related non-compensated form of activities. The Lessee shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the Town Accountant and shall permit inspection of said books and records by the Town as often as deemed necessary in the opinion of the Town in a form acceptable to the Town. The Lessee shall submit at the end of each year (golf season) a certified, audited annual report, or as required by the Town, a profit and loss statement of operations, in a form considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the Town. Said annual submissions shall be made by the Lessee to the Town no later than March 1st of the following year, unless otherwise

extended in the sole discretion of the Town Administrator. The cash management and control system shall include but not be limited to, segregation of duties, detailed reporting of revenue and expenditures, reconciliation of daily bank deposits, computerized point-of-sale cash register system, paper and electronic transaction records, and daily cash register reports.

2. The Lessee shall track and keep monthly records of number of rounds by category and carts provided to any golfer, including complimentary rounds and carts ("comps"), which shall include the name of the individuals who received the "comp" and why, and shall report and provide monthly to the Town the same. No Town officials, employees, or family members thereof shall receive any complementary use, rounds, golf carts, food, or merchandise. (They should be provided proper receipts for any transaction upon request(s).) "Comps", if provided by the Lessee, must be based on reasonable business purposes, and the total number of "Comps" should be reasonably limited. The Town Administrator shall have the right to limit or otherwise prescribe "Comps" if the Town Administrator determines that the use thereof is not based on a reasonable business purpose, is not reasonably limited in scope or amount, creates an appearance of unwarranted favoritism, or for other reasonable cause.

ARTICLE XII

MARKETING AND PROGRAMS

The Lessee shall timely implement the marketing strategy for the Unicorn and Oaks Golf Courses and associated facilities set forth in Sections 11 and 12 of the Proposal, which is attached hereto as **Appendix H**. As well as the programs referenced in Section 13 of the Proposal, which is attached hereto as **Appendix I**. Notwithstanding the specifics of said Sections 11, 12 and 13 of the Proposal, the Lessee shall provide all of the following marketing programs and services at the Golf Courses:

12.1 Internet

1. The Golf Courses shall be integrated into the Lessee's website.
2. Domain names shall be purchased by the Lessee for each of the Golf Courses, with the rights to said domain names being provided to the Town.
3. Regularly update its web site, currently www.SterlingGolf.com. Subscribe to services that allow the website to be accessed through various search engines.
4. Include the Golf Courses as a prominent part of its web site, which shall include course events and general information posted for prospective golfers and current patrons. pictures which are posted and updated regularly, and coupons and Internet specials.
5. Register a domain name(s) of the Gold Courses.
6. E-mail blasts, including about special events, sales and latest course information to target golfers and entice them to play at the Golf Courses.

12.2 Mobile Services

1. The Golf Courses shall be integrated into the Lessee's Mobile App.
2. Information regarding the Golf Courses shall be easily accessed on smart phones.
3. Applications for downloading shall be available for download and shall include the ability for users to book tee times, get directions and call each course directly from a cell phone.

12.3 Social Media

Set up Facebook, and other social media such as Yelp, Twitter, Snapchat, Google and/or other worthwhile social media sites, and post weekly updates to keep followers informed. The social media posts shall also be on the first page of each Gold Courses websites.

12.4 Newspaper

Advertise the Stoneham Golf Courses in the Community Newspaper owned, Stoneham Sun. While the Lessee is not required to advertise in the Stoneham Independent, Lessee is encouraged to do so given the circulation of the said newspaper.

12.5 Magazines

Incorporate the Golf Courses in the Lessee's marketing efforts in magazines, including in New England Golf Monthly, and to the extent otherwise used to advertise other courses managed by the Lessee, also in such other magazines, such as Tee Time and Mass Golfer.

12.6 Incentive Programs

Offer various incentive packages and programs for the Golf Courses to entice interest for golfers playing at the Lessee's other managed golf course and from local patrons, including course specials and frequent player and loyalty programs.

Run focused, managed and limited time promotions on "daily deal" style internet sites.

Incentive programs are subject to disapproval or discontinuance by the Town.

12.7 Course Brochures

Design, print, display and widely distribute tri-fold brochures for the Golf Courses at charity events, golf tournaments, Town offices, and at reasonable locations throughout and nearby Stoneham. The brochure shall offer up to date information about both of the Golf Courses and pictures.

12.8 Programs

The Lessee shall implement and operate programs to promote golf and the use of the Golf Courses as set out in Section 13 of its Proposal which is attached hereto as **Appendix J**, which includes, but shall not be limited to programs for juniors, children,

woman, men, seniors, golf teams, and various special programs and events, including as set out in Section 13.

ARTICLE XIII

ENVIRONMENTAL

13.1 Environmental Provisions and Requirements

The Lessee shall be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect.

Lessee agrees to hold harmless and indemnify the Town from and to assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to: (i) Lessee's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the activities conducted by the Lessee on the Leased Premises, unless the environmental conditions are caused by the Town.

The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of the Leased Premises conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Lease.

ARTICLE XIV

INSURANCE AND INDEMNIFICATION/FIRE & CASUALTY/RISK AND LIABILITY

14.1 Insurance – Certain Requirements

The intent of the minimum insurance requirements is to specify minimum coverage and minimum limits of liability acceptable under this Lease. However, it shall be the Lessee's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

The Town does not and will not insure the Lessee's personal property and inventory, including, but not limited to golf and other equipment and goods at the Pro Shops, located at the Golf Courses, including at or in the associated facilities. The Lessee shall insure such personal property and inventory so as to protect its financial interests.

During any construction or similar work on the Leased Premises undertaken by or for the Lessee, Lessee shall require the contractors and their subcontractors to maintain adequate liability and Workers' Compensation insurance in accordance with statutory minimum requirements set out in this Lease for the Lessee, and if required by the Town, builder's risk insurance shall also be provided. The Town Administrator must be notified of any such construction or similar work before its commencement for review and approval/denial by the Town and if the work is approved, the Town must be added as an additional insured to any and all liability and builder's risk policies required pursuant hereto.

Failure to provide and continue in force such insurance during the period of this Lease shall be deemed a material breach of this Lease, shall be the basis for immediate suspension of golfing at the Golf Courses, without relieving the Lessee of its Lease obligations, including the payment of rent. If said failure to maintain insurance continues, the Town shall have the right to terminate the Lease as set out in this Lease above.

The provisions of this Paragraph will survive the expiration or termination of this Lease.

14.2 Liability and Workers' Compensation Insurance Requirements.

During the term of the Lease and any holdover period, the Lessee shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage:

A. Commercial General Liability Insurance with not less than the following: At least One Million Dollars (\$1,000,000) Bodily Injury and Property Damage Liability, Combined Single Limit, with an Annual Aggregate Limit of no less than Three Million Dollars (\$3,000,000) which shall apply exclusively to this location (i.e. the Unicorn and Oaks Golf Courses) and not to other golf courses. The Commercial General Liability Insurance shall include, but not be limited to, covering bodily injury, sickness or disease, or death of any person, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting thereof, and shall also cover the service of food and beverages. This policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities and sprinklers, commonly known as XCU coverage. If the Commercial General Liability policy does not include Products and Completed Operations with the same minimum limit amounts, the Lessee shall provide a separate policy with such insurance.

B. Pesticide liability shall be provided separately, or as a part of the General Liability Coverage, in an amount not less than \$1,000,000 per occurrence

C. Motor Vehicle Liability - for owned, lease and hired non-owned and rented motor vehicles of any kind, including trucks and automobiles in the minimum amount of One Million Dollars (\$1,000,000) combined single limit per accident.

D. Workers' Compensation Insurance - as required by law at no less than the statutory minimum limit.

The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the commencement date of the Lease.

(ii) All liability insurance shall be written on an "occurrence basis" only.

(iii) The Town, its officials, employees and agents shall be named as "additional insureds" on all liability insurance policies (Commercial General Liability Insurance, Pesticide and Motor Vehicle Liability Insurance).

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

(v) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(vi) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the Commonwealth. Companies providing insurance coverage shall be required to have nothing less than an "A" rating or better.

(vii) The Lessee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Lease under which the Town may immediately suspend operations by the Lessee under the Lease.

(viii) The Lessee shall be responsible for all deductibles under its own insurance policies.

(ix) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all required liability insurance policies.

(x) Neither this Section, nor the provision of insurance or insurance proceeds pursuant hereto, shall limit the liability of the Lessee pursuant to this Renewal License.

(xi) The Lessee shall provide the Town Administrator with certificate(s) of insurance for all policies required herein before the commencement of the Lease and prior to expiration of the policies. All certificates shall contain, at a minimum, a thirty (30) day notice of cancellation or reduction in the coverage amount(s).

(xii) Insurance coverage in amount and form shall not be deemed acceptable until approved by the Town Administrator and Town Counsel.

(xiii) The Town may increase the all or some of the above listed minimum insurance amounts at the beginning of the first of the two (2) year option periods, but by no more than thirty percent (30%) for each insurance type at that time.

14.3 Property, Buildings, Fire, Casualty, Personal Property Insurance. The Town shall provide property insurance for the buildings on the Golf Courses which buildings shall be specifically named by the Town in the Lease in order to be so covered.

14.4 Indemnification

The Lessee shall indemnify, defend and save harmless the Town, the Town's officials, employees, agents and representatives, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Lessee, its employees, agents, sublessees, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Lessee further agrees to reimburse the Town for damage to its property caused by the Lessee, its employees, agents, or sublessees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his/her, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The Lessee further agrees to indemnify and hold harmless the Town, including its officials, employees, agents and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Lessee, any sublessee, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Lessee shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.

In any and all claims against the Town or any of its officials, agents or employees by any employee of the Lessee, any sublessee, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee or any sublessee under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

The Lessee hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Lessee's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Lessee or of any sublessee or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Lease.

The foregoing provisions shall not be deemed to be released, waived, limited or modified in any respect by reason of any surety or insurance provided by the Lessee under the Lease. The provisions of this Section and these Paragraphs will survive the expiration or termination of this Lease.

14.5 Fire, Casualty and Eminent Domain

Should a substantial portion of the Leased Premises or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the Town, at its sole option, may elect to terminate this Lease. In the event a substantial portion of the Leased Premises shall be taken by eminent domain, the Lessee at its sole option, exercised by written notice to the Town within sixty (60) days after Lessee is deprived of the space so taken, may terminate this Lease. When fire or other unavoidable casualty or taking renders the Leased Premises substantially unsuitable for its intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this Lease if:

- (a) The Town fails to give written notice within sixty (60) days after such casualty of its no intention to restore the Leased Premises or provide alternate access, if access has been taken or destroyed; or
- (b) If the Town gives notice of its intention to restore and the Town fails to restore the Leased Premises to a condition substantially suitable for their intended use or fails to provide alternate access within one hundred eighty (180) days of such fire or other unavoidable casualty, or taking.

The Town reserves, and the Lessee grants to the Town, all rights which the Lessee may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damages specifically awarded on account of the Lessee's fixtures, property or equipment including moving expenses and other expenses provided to the Lessee pursuant to G.L c. 79A.

14.6 The Lessee's Risk

The Lessee agrees to use and occupy the Golf Courses as the Lessee is herein given the right to use said Golf Courses at the Lessee's sole risk; and to the fullest extent permitted by law and therefore the Town shall have no responsibility or liability for any loss of, or damage to, furnishings, fixtures, equipment, or other personal property of the Lessee, or of those claiming by, through, or under the Lessee.

14.7 Liability of Public Officials

To the full extent permitted by law, no official, employee, agent or representative of the Town shall be individually or personally liable on any obligation of the Town under this Lease.

ARTICLE XV

THE TOWN'S ACCESS TO PREMISES

15.1 The Town's Right of Access

The Town and/or its agents may, at all reasonable times, enter upon the Leased Premises for the purpose of access to common areas in and around the Leased Premises. The Town as lessor, or agents of the Town as such, at reasonable times, and on at least twenty-four (24) hours advance notice by Lessor, which notice shall not be required to be in writing, shall be permitted to enter upon the Leased Premise to examine the condition thereof; to make repairs, alterations and additions as Lessor should elect to do, to show the Leased Premises to others, and at any time and on at least twenty-four (24) hours advance notice by Town which notice shall not be required to be in writing, within twelve (12) months before the expiration of any lease term, and for such purposes, the Town and any prospective lessees or purchasers accompanying the Town a right of access to the Leased Premises. In no event shall Lessor be required to give notice to gain access in the case of an emergency.

The Town reserves the right to enter the property and conduct surprise cash counts and or inspections consistent with the recommendations of the Massachusetts Inspector General's office.

ARTICLE XVI

PERFORMANCE AND PAYMENT BOND(S) OR SECURITY DEPOSIT

16.1 Performance Bond or Security Deposit

The Lessee shall, at the execution of the Lease, furnish to the Town an acceptable corporate surety bond in the penal sum of Seventy-five Thousand Dollars (\$75,000), or equivalent security acceptable to the Town Administrator in his/her sole discretion. The bond shall be in force at all times during the term of the Lease and thereafter prior during such time that the Lessee is completing obligations arising from the Lease. The Performance Bond or other equivalent security acceptable to the Town Administrator must cover and provide protection from and remedy for, among other failures to perform pursuant to this Lease and consequences arising thereof, a failure (for whatever reason) to pay the required lease payments/rent. Absent proof satisfactory to the Town Administrator that the Performance Bond or other security provides such protection and remedy with respect to the payment of rent to the Town, the Lessee shall be required to provide to the Town a security deposit in an amount determined by the Town Administrator, but not to exceed Thirty Thousand Dollars (\$30,000). The Town shall hold such security deposit directly or through a financial institution with no interest to be paid to the Lessee.

ARTICLE XVII

MISCELLANEOUS

17.1 Taxes

The Lessee shall collect, account for, report and disburse to the appropriate governmental authority or authorities any and all taxes levied on operations conducted by the Lessee on the Premises, including, without limitation, sales taxes and employment taxes and any assessments, including related interest and penalties, arising from a tax assessment.

17.2 Meetings

The Lessee shall meet with the Town Administrator or designees, as requested by the Town, to discuss any issues related to the Lessee's performance under the provisions of this Agreement.

17.3 Assignment, SubLessees, Successors

The Lessee shall not, in whole or in part: (a) assign or otherwise transfer any interest, including but not limited to, any monies payable under this Lease or any claim thereto; (b) assign any obligations, responsibilities, or liabilities under this Lease, nor (c) subcontract or delegate any of the services to be provided under this Lease, without the prior written approval of the Town. No subcontract or delegation shall relieve or discharge the Lessee from any obligation or liability under this Lease, except as specifically set forth in the instrument of approval. All such sub-contracts, if allowed by the Town, shall be in writing and contain provisions that are functionally identical to, and consistent with, the provisions of this Lease. The Town shall be provided with a copy of the subcontract upon request. This Lease shall be binding upon the Lessee and assigns, transferees, and/or successors in interest.

17.4 Termination and Default

If the Lessee is determined by the Town to be in default of any term or condition of this Lease, the Town may terminate this Lease on seven (7) days notice by providing notice to the Lessee, which shall be in writing and shall be deemed delivered and received when given in person to the Lessee, or when received by express mail, certified mail return receipt requested, or delivered by any other appropriate method evidencing actual receipt by the Lessee (refusal of the Lessee to accept or pick-up the notice shall be deemed to be receipt by the Lessee).

Default. The following shall constitute events of a default under the Lease:

- 1) any material misrepresentation made by the Lessee to the Town;
- 2) any failure to perform any of its obligations under this Lease including, but not limited to, the following:
 - (i) failure to commence performance of this Lease at the time specified in this Lease;

- (ii) failure to timely make a rent or other payment under the Lease;
- (iii) failure to perform this Lease with sufficient personnel and equipment or with sufficient material to ensure the reasonable operation of the Golf Courses and associated facilities in and compliance with the terms of this Lease;
- (iv) failure to perform under this Lease in a manner reasonably satisfactory to the Town;
- (v) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous;
- (vi) discontinuance of the services under this Lease by the Lessee;
- (vii) failure to comply with a material term of this Lease, including, but not limited to, the provision of insurance;
- (viii) any other acts specifically and expressly stated in this Lease as constituting a basis for termination of this Lease, or
- (ix) failure to comply with any and all requirements of federal, state or Town law, bylaws or regulations.
- (x) the Lessee filing a voluntary petition in bankruptcy or being adjudicated a bankrupt or insolvent, or filing any petition or answer seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or seeking, consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties, or of the Leased Premises, or making any general assignment for the benefit of creditors.
- (xi) any court enters an order, judgment or decree approving a petition filed against Lessee seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated or unstayed for an aggregate of sixty (60) days.

17.5 Suspension or Delay

The Town may order the Lessee, in writing, to suspend, delay or interrupt all or any part of the services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Lessee's compensation shall be equitably adjusted. No adjustment shall be made if the Lessee is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Lease is applied to render an equitable adjustment.

17.6 The Lessee's Breach and the Town's Remedies

Failure of the Lessee to comply with any of the terms or conditions of this Lease shall be deemed a material breach of this Lease, and the Town shall have all the rights and remedies provided in the Lease or under applicable law, including the right to cancel, terminate, or suspend the Lease in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Lease, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above. From any sums due to the Lessee for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Lessee in providing services as provided in this Lease.

Town shall have the right, but shall not be required, to pay such sums or do any act that requires the expenditure of moneys that may be necessary by reason of the failure or neglect of the Lessee to perform any of the provisions of this Lease, and in the event of the exercise of such right by the Town, the Lessee agrees to pay to the Town forthwith upon demand the cost of performing the same, plus an administrative charge (covering overhead and profit) not to exceed fifteen percent (15%) of such cost; and if the Lessee shall default in such payment, the Town shall have the same rights and remedies as the Town has hereunder for the default of the Lessee.

Each right and remedy of the Town provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Town or of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous exercise by the Town of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

The provisions of this Section and these Paragraphs will survive the expiration or termination of this Lease.

17.7 Mortgages, Assignments and Subleases by Lessee

Lessee's interest in this Lease may not be mortgaged, encumbered, sublet, assigned or otherwise transferred, or made the subject of any license or other privilege, by Lessee or by operation of law or otherwise, and the Leased Premises may not be sublet, as a whole or in part, without the written approval of the Town, which approval shall be in the sole discretion of the Town. In the event such approval was given by the Town, from and after any such sublease, assignment or transfer, etc., the obligations of each such assignee, sublessee and transferee, etc. and of the original Lessee named as such in this Lease to fulfill all of the obligations of Lessee under this Lease shall be joint and several. Lessee shall pay all reasonable costs incurred by Town in connection with any requests by Lessee for Town's consent to any such proposed action by Lessee.

No assignment, sublease or transfer of any interest in this Lease, or any part thereof and no execution and delivery of any instrument of assumption shall in any way affect or reduce any of the obligations of Lessee under this Lease, but this Lease and all of

the obligations of Lessee under this Lease shall continue in full force and effect as the obligations of a principal.

Each violation of any of the covenants, agreements, terms or conditions of this Lease, whether by act or omission, by and of Lessee's permitted encumbrancers, assignees, transferees, licensees, grantees of a privilege, sub-tenants or occupants shall constitute a violation thereof by Lessee.

17.8 Surrender of the Leased Premises

Lessee shall, upon any expiration or earlier termination of this Lease, remove all of Lessee's goods and effects from the Leased Premises. Lessee shall peaceably vacate and surrender to the Lessor the Demised Premises and deliver all keys, locks thereto, and other fixtures connected thereto, unless the Town requests removal of the same, and all alterations and additions made to or upon the Leased Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by insured fire or other unavoidable casualty or taking or condemnation by public authority excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Leased Premises, the Town is hereby authorized, without liability to Lessee for loss or damage thereat, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same under the Town's control or to sell at public or private sale, after ten (10) days' notice to Lessee at its address last known to the Town, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

No surrender to the Town of this Lease or of the Leased Premises or any part thereof or of any interest therein by Lessee shall be valid or effective unless required by the provisions of this Lease or unless agreed to and accepted in writing by the Town Administrator in writing. No act on the part of any representative or agent of the Town, and no act on the part of the Town or other than such a written agreement and acceptance by the Town Administrator, shall constitute or be deemed an acceptance of any such surrender.

17.9 Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Lessee under this Lease are to be kept confidential and shall not be made available to any individual or organization by the Lessee (except agents, servants, or employees of the Lessee) without the prior written approval of the Town, except as otherwise required by law. The Lessee shall comply with the provisions Chapter 66A of the General Laws of Massachusetts (Public Records Law) as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Lease shall not be subject to copyright, except by the Town. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Lease.

The Lessee shall at all times, during or after termination of this Lease, obtain the prior written approval of the Town before making any statement bearing on the work performed

or data collected under this Lease to the press or issues any material for publication through any medium.

17.10 No Employment

The Lessee acknowledges and agrees that it is acting as an independent Lessee for all services rendered pursuant to this Lease, and neither the Lessee, nor its employees, agents, servants nor any person for whose conduct the Lessee is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Lease.

17.11 Waiver and Amendment

Failure on the part of the Town or the Lessee to complain of any action or non-action on the part of the other, no matter how frequently the same may occur or how long the same may continue, shall never be a waiver by the Town or the Lessee of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by the Town or the Lessee shall be construed as a waiver of any of the other provision hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval for the Town or the Lessee of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary the Town's or the Lessee's consent or approval to or of, any subsequent similar act by the other. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party.

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Lease may be made only by written amendment executed by all signatories to the original Lease, prior to the effective date of the amendment.

17.12 Conflict of Interest

Both the Town and the Lessee acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Lease expressly prohibits any activity which shall constitute a violation of that law. The Lessee shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Lease; and by executing the Lease documents, the Lessee certifies to the Town that neither it nor its agents, employees are thereby in violation of General Laws Chapter 268A.

17.13 Certification of Tax Compliance

Certificate of Tax Compliance, as required by General Laws Chapter 62C, Section 49A signed by the Lessee is attached hereto and incorporated herein.

17.14 Non-Discrimination/Equal Employment Opportunity

The Lessee shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal and state statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section

504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. The Lessee shall not discriminate against any qualified employee or applicant for employment in violation of any of the above referenced provisions or requirements. The Lessee shall fully cooperate with the Town and any federal, state or local agency or entity with respect submitting any reports or other information required by said agency or entity with respect to non-discrimination and equal employment opportunity or any issue or matter related thereto.

17.15 Condition of Enforceability Against the Town

This Lease is only binding upon, and enforceable against, the Town if the Lease is signed by the Town Administrator and approved as to legal form by the Town Counsel.

17.16 Authority of the Lessee To Enter Into This Lease

The Town may, in its discretion, require a Lessee to provide certification, acceptable to the Town, regarding the authority of the party signing the Lease for said entity to do so. This Lease shall not be enforceable against the Town if the Town so requests and the Lessee fails to comply with this section. The Lessee, if a foreign corporation, shall file with the Secretary of State a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Lessee shall comply with all the laws of the Commonwealth.

17.17 Town Inspection and Lessee Reports

The Town shall have the right at any time to inspect the equipment and premises at any reasonable time, upon request. Whenever requested, the Lessee shall furnish to the Town full and complete written reports of its operations under this Agreement in such detail, and with such information as the Town may request.

17.18 Notices

Any notice permitted or required under the provisions of this Lease to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service by in hand delivery or overnight mail or three (3) business days after the date of a certified or registered mailing properly addressed, whichever is sooner.

Notice shall be addressed as follows:

Lessee – to Sterling Golf Management, 191 Main Street, Westford, MA 01886.

Town of Stoneham – Town Administrator, Stoneham Town Hall, 35 Central Street, Stoneham, Massachusetts 02180.

17.19 Surrender

The Lessee shall at the expiration or other termination of this Agreement, remove all of the Lessee's goods and effects from the premises. The Lessee shall deliver to the Town the premises and all keys and other fixtures connected herewith, and all alterations and

additions made to or upon the premises, and any Town equipment all in the same condition as they were at the commencement of the Term, or as they were put in during the Term, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of the Lessee's property from the Premises, the Town is hereby authorized, without liability to the Lessee for loss or damage thereto, and at the sole risk of the Lessee, to remove and store any of the property at the Lessee's expense, or to retain same under the Town's control, or to sell at public or private sale, without notice any or all of the property not so removed, and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

17.20 Waiver

Failure on the part of the Town or the Lessee to complain of any action or non-action on the part of the other, no matter how frequently the same may occur or how long the same may continue, shall never be a waiver by the Town or the Lessee of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by the Town or the Lessee of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by the Town or the Lessee shall be construed as a waiver of any of the other provision hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval for the Town or the Lessee of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary the Town's or the Lessee's consent or approval to or of, any subsequent similar act by the other. No option or right granted should be considered to give the Lessee any further option or right to renew or extend.

17.21 Third Party Rights

Nothing in this Lease, expressed or implied, shall convey upon any person or entity, other than the parties hereto, and their successors and assigns, any rights or remedies under, or by reason of, this Lease.

17.22 Interpretation

This Lease is being executed and delivered in the Commonwealth of Massachusetts, and shall be governed by, construed, and interpreted in accordance with the laws of Massachusetts, including any conflict of law issues.

17.23 Unavoidable Disruption

Neither party shall be liable to the other in damages, nor a default be deemed to have occurred, because of any inability to perform hereunder caused by fire, earthquake, flood, explosion, casualty, strike, unavoidable accident, riot, insurrection, civil disturbance, act of public enemy, embargo, war, act of God, inability to obtain labor, material or supplies, or any other similar cause beyond its control. The Town shall not be responsible for payment to the Lessee as set out in this Agreement, if as a result of any such occurrence, the Lessee is unable to perform its services under this Lease.

17.24 Headings

The captions and headings throughout this Agreement are for convenience and reference only, and they shall in no way be held or deemed to define, modify, or add to the meaning, scope, or intent of any provision of this Lease.

17.25 No Third Party Rights

Nothing in this Lease, expressed or implied, shall convey upon any person or entity, other than the parties hereto, and their successors and assigns, any rights or remedies under, or by reason of, this Lease.

17.26 Severability

If any term or condition of this Lease or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Lease shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

17.27 Self-Help

The Town shall have the right, but shall not be required, to pay such sums or do any act that requires the expenditure of moneys that may be necessary to appropriate by reason of the failure or neglect of the Lessee to perform any of the provisions of this Agreement, and in the event of the exercise of such right by the Town, the Lessee agrees to pay to the Town forthwith upon demand the cost of performing the same, plus an administrative charge (covering overhead and profit) not to exceed fifteen percent (15%) of such cost; and if the Lessee shall default in such payment, the Town shall have the same rights and remedies as the Town has hereunder for the default of the Lessee.

17.28 Responsibility of Town and Town Officials and Employees

The liability of the Town under this Agreement is limited to the compensation provided herein for the work actually performed, and shall in no event include liability for incidental, special, or consequential damages, or lost profit, or damages or loss from causes beyond the Town's reasonable control. To the fullest extent permitted by law, no official, employee, agent, or representative of the Town shall be individually or personally liable on any obligation of the Town under this Lease.

17.29 Conflict of Interest

Both the Town and the Lessee stipulate to the applicability of the State Conflict of Interest Law (General Laws Chapter 268A), and this Lease expressly prohibits any activity that would constitute a violation of that law. The Lessee shall be deemed to have investigated the applicability of the Conflict of Interest Law to the performance of this Lease; and by executing this Lease, the Lessee certifies to the Town that neither it, nor its agents, employees, or subcontractors are in violation of said law. The Lessee warrants that it has not offered, or attempted to offer, anything of any value to any official or employee of the Town in connection with this Lease. The Lessee further warrants that no official or employee of the Town has, or will have, a direct or indirect financial interest in this Lease in violation of the Conflict of Interest Law (General Laws Chapter 268A).

17.30 Certificate

If the Lessee is a Corporation, each one of the persons executing this instrument on behalf of the Lessee, hereby covenant, and warrants that the Contractor is a duly existing and valid corporation, that the Lessee is qualified to do business in Massachusetts, and that the officer signing this Agreement on behalf of the corporation has the authority, legal and otherwise, to do so.

17.31 Claims and Disputes – Jurisdiction and Choice of Law

This Lease and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts, including with respect to any conflict of law provisions.

All claims, disputes and other matters in question between the parties, arising out of, or relating to this Lease, or an alleged breach thereof, shall, unless otherwise agreed to by the parties, be brought only in the Superior Court of Massachusetts in Woburn, Massachusetts, or if subject matter jurisdiction does not exist in the Superior Court, then said action shall be brought in the District Court of Massachusetts, the Woburn Division, subject to any appeal therefrom.

17.32 Binding on Successors

This Lease is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Town). The covenants and agreements in this Lease shall bind and inure to the benefit of the Town, its successors and assigns.

17.33 Lessee's Certifications

The Lessee shall provide to the Town at the time of execution of this Agreement, all Lessee certifications required by applicable law.

17.34 Entire Agreement

This Lease, including the Request For Proposal and the Proposal of the Lessee, constitutes the entire integrated supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto. (See Article 2 above.)

17.35 Counterparts

This Lease may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[Signature Page Follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties, to these presents have been caused these presents to be signed and sealed by their authorized representatives, this ____ day of February 2016.

LESSEE
STERLING GOLF MANAGEMENT, INC.


Kevin Osgood, President

04-3176886
Contractor's Federal
Tax I.D. No. (Required)

TOWN OF STONEHAM


David Ragucci
Town Administrator

Approved as to legal form:

Town Counsel

PRICE WORKSHEETS

Appendix A

Submission Document No. 3

The Town of Stoneham requires that the lessee will pay a fixed sum of \$25,000 to the Town annually as rent. In addition, the Town will also receive a percent of the total gross revenue generated on both the Unicorn and Oaks Courses (or Unicorn only if the Oaks is not included in the Lease or otherwise closes), and based on an increasing scale as indicated below. The minimum percentage amount paid to the Town is listed and the bidders are to list below their proposed percentages per year. Bidders are encouraged to propose percentages higher than the minimum, but no less than the Minimum % to the Town.

When Gross Revenue Is	Minimum % of Total Gross Revenue to Town*	Payment Projection from Bidder's Proposal	2016	2017	2018	2019	2020
\$1-\$650K	7.50%	73,750	7.50%	7.50%	7.50%	7.50%	7.50%
When GR reaches \$700K	7.50%	81,000	8.00%	8.00%	8.00%	8.00%	8.00%
when GR reaches \$750K	15.00%	137,500	15.00%	15.00%	15.00%	15.00%	15.00%
when GR reaches \$800K	17.50%	165,000	17.50%	17.50%	17.50%	17.50%	17.50%
when GR reaches \$850K	20.00%	212,000	22.00%	22.00%	22.00%	22.00%	22.00%
When GR reaches \$900K	22.50%	241,000	24.00%	24.00%	24.00%	24.00%	24.00%
When GR reaches \$950K or more	25.00%	272,000	26.00%	26.00%	26.00%	26.00%	26.00%

Option Years						
When Gross Revenue Is	Minimum % of Total Gross Revenue to Town*	Payment Projection from Bidder's Proposal	2021	2022	2023	2024
\$1-\$650K	7.50%	73,750	7.50%	7.50%	7.50%	7.50%
When GR reaches \$700K	7.50%	77,500	7.50%	7.50%	7.50%	7.50%
when GR reaches \$750K	15.00%	137,500	15.00%	15.00%	15.00%	15.00%
when GR reaches \$800K	17.50%	165,000	17.50%	17.50%	17.50%	17.50%
when GR reaches \$850K	20.00%	195,000	20.00%	20.00%	20.00%	20.00%
When GR reaches \$900K	22.50%	227,500	22.50%	22.50%	22.50%	22.50%
When GR reaches \$950K or more	25.00%	262,500	25.00%	25.00%	25.00%	25.00%

Addendum B

Exhibit 4
List of Town of Stoneham Golf Course Equipment

2006 – JACOBSON GREENSMOWER – GOOD

1993 – JACOBSON GREENSMOWER – FAIR

1995 – JACOBSON TEE MOWER – FAIR

1985 – MASSEY FERGUSON TEE MOWER – GOOD

1990 – JOHN DEERE TEE MOWER – GOOD

2000 – LF 3400 FAIRWAY MOWER – FAIR

2015 – JACOB LF 550 FAIRWAY MOWER – EXCELLENT

2012 – CLUB CART – GOOD

2013 – CLUB CART – GOOD

2004 – EZ GO CART – GOOD

2006 – KUBOTA UTILITY CART – GOOD
WITH 2015 SPRAGER ATTACHED – EXCELLENT

1993 – CUSHMAN TRUCKSTER – POOR
WITH 2000 TOP DRESSER – POOR

1993 – FIRE – POOR

1985 – FAIRWAY AERNTOR – FAIR

1990 – VERTI DRAIN AERATOR – FAIR

1999 – POWER WASHER – POOR

1999 – BUNKER RAKE – FAIR

1995 – FORD DUMP TRUCK – FAIR

1 REEL GRINDER – FAIR

1 UNIT SHARPENER – FAIR

1993 – VICON SPRENDER – GOOD

1993 – PRESTICIDE BUILDING – GOOD

2002 – FORD F350 PICKUP TRUCK
WITH 80 GALLON DIESEL TANK – GOOD

thereof shall be specifically listed in the final Lease document. (Web Link: <http://www.nps.gov/ncrc/programs/lwcf/manual/lwcf.pdf>). (Appendix C.)

More specifically:

1. In order to protect the public interest, the project sponsor must have a clear ability to periodically review the performance of the lessee/concessioner and terminate the lease/agreement if its terms and the provisions of the grant agreement, including standards of maintenance, public use, and accessibility, are not met. Accordingly, the Town shall have the right to review the performance of the Lessee, and terminate the Lease if the Lease requirements and the provisions of the grant agreement, including standards of maintenance, public use, and accessibility, are not met.

2. The lease/agreement document should clearly indicate that the leased/concessioned area is to be operated by the lessee/concessioner for public outdoor recreation purposes in compliance with provisions of the Land and Water Conservation Fund Act and implementing guidelines (36 CFR 59). As such, the document should require the area be identified as publicly owned and operated as a public outdoor recreation facility in all signs, literature and advertising, and is operated by a lessee/concessioner as identified in the public information to eliminate the perception the area is private. Accordingly, the Leased area shall be operated by the Lessee for outdoor recreation purposes in compliance with the provisions of the Land and Water Conservation Fund Act and implementing guidelines (36 CFR 59). The Golf Courses, including their Leased Premises shall be identified as publicly owned and operated as a public outdoor recreation facility in all signs, literature and advertising, and shall be operated by the Lessee as identified in the public information to eliminate the perception the area is private.

3. The lease/agreement document should require all fees charged by the lessee/concessioner to the public must be competitive with similar private facilities. Accordingly, all fees charged by the Lessee to the public must be competitive with similar private facilities.

4. The lease/agreement document should make clear compliance with all Civil Rights and accessibility legislation (e.g., Title VI of Civil Rights Act, Section 504 of Rehabilitation Act, and Americans with Disabilities Act) is required, and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc. Accordingly, compliance with all Civil Rights and accessibility legislation (e.g., Title VI of Civil Rights Act, Section 504 of Rehabilitation Act, and Americans with Disabilities Act) is required, and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc.

ARTICLE V

KEY AND OTHER PERSONNEL OF LESSEE

5.1 Key Personnel of Lessee

a. The Lessee acknowledges that the Town has entered into this Lease in reliance, in part, on the unique abilities of the key personnel of the Lessee. Those key personnel are set out in the Lessee's Proposal which is incorporated by referenced herein.

b. The positions for which the Lessee is fully responsible for providing personnel and staff, including but not limited to hiring, supervision, payment, and minimum staffing levels for said positions is established in the RFP and as further provided in the Lessee's Proposal, both of which are incorporated by reference herein. Said positions shall include:

UNICORN GREENS FEES PROPORSAL for the first year; 2016 golf season
Submission Document No 4

Description	WEEKDAYS		WEEKENDS	
	STONEHAM RESIDENT	NON RESIDENT	STONEHAM RESIDENT	NON RESIDENT
GREEN FEES				
9 HOLES	20.00	22.00	22.00	24.00
SECOND 9 HOLES	14.00	14.00	16.00	16.00
SENIOR OVER 62	15.00	17.00		
JUNIOR UNDER 18	15.00	17.00		
VETERANS/COLLEGE STUDENTS	16.00	18.00		
CART FEES				
9 HOLES - ALL GOLFERS per person	9.00	9.00		
2nd 9 HOLES - ALL GOLFERS per person	9.00	9.00		
PULL CARTS - 9 HOLES	4.00	4.00		

OAKS GREENS FEES PROPOSAL for the first year; 2016 golf season

Description	WEEKDAYS		WEEKENDS	
	STONEHAM RESIDENT	NON RESIDENT	STONEHAM RESIDENT	NON RESIDENT
GREEN FEES				
9 HOLES	15.00	17.00	17.00	19.00
SECOND 9 HOLES	10.00	10.00	12.00	12.00
SENIOR OVER 62 (after 12:00)	13.00	15.00	14.00	16.00
JUNIOR UNDER 18 (after 12:00)	13.00	15.00	14.00	16.00
VETERANS/COLLEGE STUDENTS	14.00	16.00	15.00	17.00
CART FEES				
9 HOLES - ALL GOLFERS per person	9.00	9.00		
2nd 9 HOLES - ALL GOLFERS per person	9.00	9.00		
PULL CARTS - 9 HOLES	4.00	4.00		

RFP OVERALL REPONSE

Appendix E

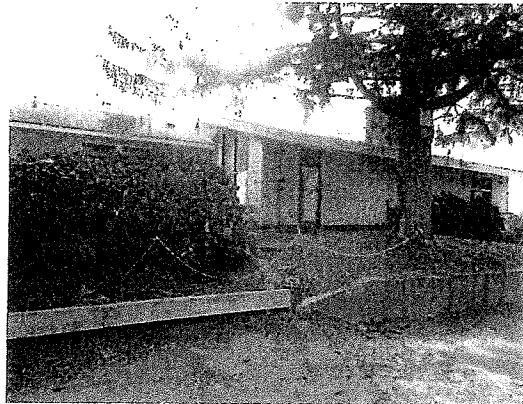
13. Plan for Pro Shops, Concessions and Snack Bar

Sterling Golf Management will provide the knowledge and direction to maintain and improve the overall conditions in the Pro Shops, Concessions and Snack Bar at the two Stoneham Golf Courses. The references we have here are directed at the Unicorn Golf Course Clubhouse and Operations, but when we talk about our goals and improvements we are referring to both golf courses, including Stoneham Oaks. We would prefer to discuss in an interview situation our details of plans for Stoneham Oaks, due to the potential closure of this golf course, improvement plans must fit within the window of time that the golf course is expected to remain open.

Observations and Recommendations

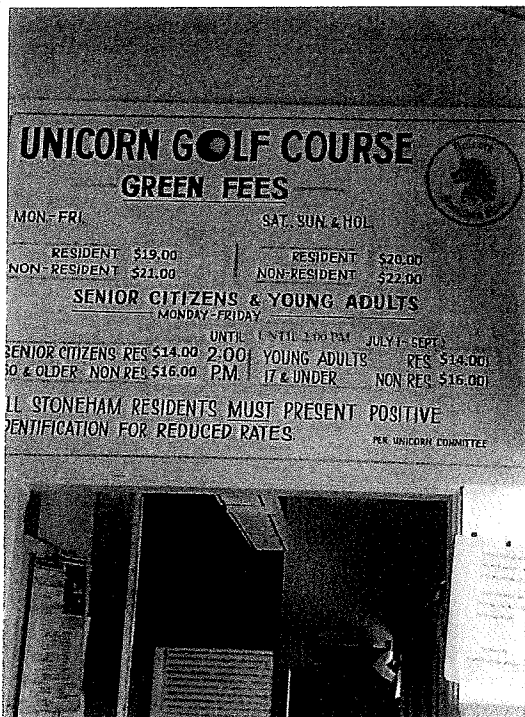
The First Approach

The parking lot – Although this was also included in the Technical Section, we felt it should be included here too. The first thing that every golfer, or for that matter, anyone that drives by the parking lot just to check the place out, or parents dropping kids off, or people from out of Town that are considering buying a house in Stoneham drive through the parking lot to check the place out. We would work hard to redirect water from the front of the building to avoid the washouts that are currently being caused there. All clubhouse bushes would be trimmed, and some overgrowth would be removed, flowers would be planted and a new welcoming look to the clubs entrance would be created.



The Clubhouse & Snack Bar – before your revenue is going to grow, the look and feel of the Clubhouse has to be improved. Our goal would be to completely renovate the Pro Shop with new Counters and slat wall to display merchandise on the walls, a clean neat well organized pro shop would be the 1st thing the golfer comes when they arrive at Unicorn Golf Course. We would remove all the vending machines that are the center focal point of the snack bar area, and we would paint and redecorate the entire sitting area with new tables and chairs and a new look and feel. We would add a couple of new flat panel TV's so our customers could watch the latest golf tournaments and sports events. We would also plan to provide "quick food" for our patrons, such as steamed hot dogs and pre-made sandwiches, soups and maybe chili that can be kept warm in crock pots. Fresh snacks, such as crackers, chips, popcorn, pretzels, peanuts, granola bars and candy would also be sold. A Keurig Coffee maker will offer other hot beverages.

RFP OVERALL REPONSE



The pictures shown here show a very disorganized and unkempt clubhouse. Our goal would be to completely renovate the Pro Shop with new Counters and slat wall to attractively display merchandise on the walls. A clean, neat, well organized pro shop would be the first thing the golfer sees when they arrive at the Unicorn Golf Course.

We would hope to have it looking more like these pictures from our pro shop at the Rockland Golf Course shown on the next page.

RFP OVERALL REPONSE



Pictures of the Rockland Clubhouse Pro Shop

Customer Service – Our number one focus in the Pro Shop is first class service. We would provide a first class golf professional at the front desk, and he would set the tone for our pro shop cashiers, starters and rangers following SGM's philosophy of providing great customer service and a philosophy of "the customer is always right". This attitude will carry from the Pro Shop, through to the Grille and out onto the golf course.

Building Maintenance - Sterling Golf Management will maintain the buildings at Stoneham Golf Courses as efficiently as we do at the other courses we manage. We understand the benefits of preventative maintenance and how properly maintained buildings reflect positively on our operations. The maintenance of the clubhouse and the immediate surrounding paths and parking lot are always a high priority; visitors first impression are often lasting ones and we understand this. We will maintain the clubhouse and surrounding area in a method that reflects the attention to detail paid to the entire course. Some of the projects we have completed elsewhere are: painted the maintenance building; painted bathrooms; replaced carpeting; repointed damaged block walls at shop; and we routinely paint entrance doors, kitchen floors, shampoo carpets, and change locks. These projects are representative of what we will do at Stoneham Golf Courses. We will pay attention to and complete preventative maintenance projects to prevent major repairs.

Community Interaction is a must! - Sterling Golf Management, Inc. is dedicated to the growth of the game of golf to juniors, women, seniors and residents. We work very hard to present the course as an asset to the community. Listed below are many programs we have established over the previous years and some ideas for new ones that will continue to promote the golf course as a wonderful community resource.

Programs for Juniors - The objective of our junior golf program is to give every child in the community a chance to learn about the game of golf. The program places emphasis on learning the game, building self-confidence, and having a good time. The schedule of events encompasses all aspects of the game and lessons are open to all age groups. Donated golf clubs are fitted to each child to play with during junior instruction.

RFP OVERALL REPONSE

Appendix F

9. Technical Approach and Plans to Meet RFP Requirements for the Unicorn and Oaks Golf Courses

Sterling Golf Management will provide the knowledge and direction to maintain and improve the overall conditions at both Stoneham Golf Courses. We plan to maintain the courses in accordance with specifications in the RFP, along with daily conditioning with careful refinements to those programs and policies to produce a first-class quality product for many years. Plans include improving the greens, tees, fairways, roughs, wear areas and golf traffic control with focused day to day maintenance and management practices.

Our detailed knowledge of golf course maintenance, including growing conditions and associated challenges, allows Sterling Golf Management to offer better conditions than any other management can provide. By becoming knowledgeable about specific problem areas and those requiring more attention, our efforts will be focused in that direction. Although this detailed knowledge takes years to develop, we will have an advantage by employing Patrick Van Vleck as our Director of Golf Course Maintenance, who has been conditioning golf courses for several years. His experience and our maintenance practices allow for ideal planning and implementation of pest management, mowing, labor, fertility, water and chemical strategies that will be best suited for the two Stoneham Golf Courses and the Town of Stoneham.

The experience and related programs we offer should not be overlooked and can't be overstated within the context of this proposal. We will be happy to assist the town in developing long range capital plans which may include improvements to the building facilities and grounds.

Manpower and Scheduling

A qualified labor force with proper direction will be required to get beyond the basic maintenance programs detailed in the bid specs. It is our intention to establish and maintain a level of staffing as depicted in our labor worksheet. Improvements to continue to elevate both Stoneham Golf Courses' conditions will require: persistent fairway clipping removal, fairway aeration and leveling, divot repair, tee renovation, over seeding, loam and seed work around greens and tees, aeration, hose watering, string trimming, landscaping, ball washer care, and cart path maintenance. This type of maintenance program requires day-to-day prioritizing, advanced scheduling, daily instruction and the proper number of laborers to do the work. Included in this proposal is a specific summer work schedule which has effectively been used at Newton Commonwealth for the last several years. It highlights the attention to detail so typical with Sterling Golf Management and the golf courses we operate. The work schedule is used as a baseline for the week with additional jobs scheduled in advance that vary depending on the season and weekly management focus and will be revised specifically for both of the Stoneham courses.

RFP OVERALL REPONSE

Pesticide Application

Realizing the sensitive location of the two Stoneham Golf Courses and their surrounding neighbors, wetlands and waterways, we believe in strict adherence to Massachusetts' pesticide laws. We practice responsible pesticide application and will provide trained, educated, and licensed applicators at all times.

Photocopies of the pesticide applicator licenses for Kevin Osgood, David Stowe, Patrick Van Vleck and the other three Superintendents of Sterling Golf Management are included here. Following the successful bid process, we will prepare and revise a workable and comprehensive spray program developed especially for the two Stoneham Golf Courses based on the bid specifications and years of experience in dealing with area weather and turf conditions.

IPM - Integrated Pest Management

Sterling Golf Management has realized the benefits of IPM use on golf courses for many years. We include the fundamentals of IPM such as promoting healthy turfgrass, careful water management, responsible multifaceted management strategies and routine monitoring as cornerstones of our turf management programs.

We are forerunners of environmentally responsible course management. Sterling Golfs Director of Golf Course Maintenance, David Stowe, has had direct involvement with the IPM council of Newton and assisted in establishing guidelines for IPM on all athletic fields managed by the Newton Parks and Recreation. In addition to the IPM involvement within the town, David maintained an active role in the University of Massachusetts Extension Turf Program IPM Project for Golf Courses. This pilot program was developed to identify and certify the knowledge and implementation of IPM practices on golf courses. He brings a strong environmental awareness and commitment to Integrated Pest Management.

RFP OVERALL REPONSE

Appendix G

10. Accountability of Revenues

Sterling Golf Management will set up two separate deposit bank accounts to be used exclusively by each of the Stoneham courses. We will install a network-based point-of-sale (POS) computer system at both the Unicorn and Oaks Golf Courses which combines an electronic tee sheet and all sales. This will require purchasing two new computers, along with touch screen monitors, credit card attachments and cash drawers. The software will be integrated with bar code scanners, an Internet-based credit card program and on-line tee times. The program produces a detailed receipt for each customer, spelling out exactly what they purchased (such as a 9-hole, resident greens fee with a 9-hole cart rental, a sleeve of Titleist balls, bag of tees). All players, are required to check in before playing. This helps to track the actual number of rounds played. After checking in, paying and receiving their receipt, the customer must present it to the Starter before being allowed access to the course or use a golf cart. All customers MUST get a receipt.

The POS system is closed out on a daily basis and gives a detailed description of all revenues at the course. Major credit cards are accepted, including VISA, Mastercard, American Express and Discover and are easily swiped directly into the transaction itself, providing better tracking of payments. Since the credit card system is Internet-based, authorizations are almost instantaneous and all transaction reports can be accessed on-line with a user and password protected program.

Each cashier has their own log in name and password and must log in and out during their shifts so that users can be readily identified for each receipt. At the end of a person's shift, they are required to do a blind close printout, log out as a user, and gather all cash and checks (leaving \$117 in the drawer for change) and insert in an envelope with their name, date, and total amount and place in a drop safe. The next cashier must log in to the program using their own passcode information.

The following pages in numbered order contain the procedures that must be followed to produce the paperwork required for complete accountability purposes of each day and each month. We have provided samples of the paperwork from some of our courses to demonstrate all the procedures that have been put into place by Sterling Golf Management to ensure the accuracy of all revenue received.

1. The Cashier closing out for the day uses the "Pro Shop End of Day Staff Paperwork Checklist / Procedure as a checklist to generate the necessary paperwork.
2. The Sales Detail by Inventory Department is the report that summarizes the entire day's receipts into proper categories. This report is used to record information on the End of Day Report, which is used to verify the deposit amount.
3. The Total Sales Tax report is also used for the End of Day Report.

RFP OVERALL REPOSENSE

4. The Negative Transactions report is used to authenticate any negative amounts that were rung in during the day. (These are usually done to correct ring-in errors, but the Pro Shop Manager looks into these transactions daily to ensure staff integrity.)
5. The Settlement Report By Card Type is the on-line credit card report, showing the total of credit card transactions that were settled on the previous day.
6. The Cash Overage/Shortage Report shows a summary of all the day's payments by cash, check, credit cards or gift cards, which helps to reconcile the day's deposit.
7. The Cash Drawer Count sheet is a worksheet that assists the closing cashier to leave \$117 in change in the drawer for the next day's transactions. By entering in the number of each type of coin or currency, this worksheet figures the cash amount..
8. The Cash Close Money Count is the "blind" close out receipt that the cashiers produce at the end of their shift. Because of the day sampled, there was only one shift person on in the pro shop and one in the snack bar during that particular day.
9. That day's deposit slip and bank's deposit receipt.
10. The End of Day Report is prepared daily by the Pro Shop Manager, whose job it is to oversee all Cashiers, follow set procedures, fill out required paperwork, and make daily deposits.
11. The Monthly Deposit Sheet is filled in daily with the day's transactions using the information provided in the above paperwork. The amounts entered on the highlighted day of October 8, 2011 are the same numbers generated from the above daily paperwork.
12. The End of Month Procedures must be followed by the Pro Shop Manager to close out each month and provide the necessary reports for management. We have provided copies of those reports that would be used for Revenue reporting purposes to the City of Newton and the Newton Commonwealth Foundation. Other reports are used internally to monitor inventory transactions, transfers and credits due leagues or individuals, which are only reported after they are used for sales.
13. The Sales Detail by Inventory Department report for the period of October 1, 2011 to October 31, 2011 is the most important report generated by the P.O.S. system and is the report used to account for the month's Greens Fee and Cart Rental revenue received.

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14. The Total Sales Tax report is used to provide the Sales Tax and Meals Tax amounts that were generated by the daily transactions during the month. These taxes are required to be paid to the Commonwealth of Massachusetts and the local taxes to that specific town on a monthly basis.
15. The Paid-Outs report accounts for any cash taken out of the register for purchases.
16. The Statement of Revenues for October 2011 – This is the report we use for the Town of Chelmsford, the Town of Maynard and also Newton Commonwealth each month with a check for the Lease Fee due for that month. (Norwood's lease fee is a set amount and not a percentage, so this report isn't used for Norwood and is only included here with fictitious numbers as an example.) Kevin Osgood, the on-site manager and principal of the management firm, shall be responsible for delivering this statement and payment to the Town of Stoneham at the required times and will attend any meetings requiring attendance by a representative of the management company.

The Business Manager and Assistant Business Manager are responsible for overseeing the accuracy and frequency of the deposits. This is done on a daily basis using the "Online Banking" capability that TD Bank offers through the Internet. They use the POS month-end statements, as well as the monthly deposit report, to reconcile the bank statement.

The Pro Shop staff, rangers and grounds staff have all been trained to help police the course to avoid sneak-on players that have not paid their fees. Since the installation of the POS system and the requirement for all players to show their receipt to the starter before being allowed to play, there have hardly been any incidences of this sort.

With the electronic tee sheet feature, a multitude of sales reports, the on-line credit card system and two POS computers with cash drawers, along with an on-site manager and assistant manager to handle the Oaks account, SGM's Business Manager and Assistant Business Manager, we feel that we have a foolproof method to authenticate the accuracy of all revenue transactions. We are confident that if the Town of Stoneham or its representative were to inspect our records at either of the courses, it would validate the amounts we report, and they would find everything in order.

Sterling Golf Management believes its accounting methods are beyond reproach and would be pleased to allow a representative of the Town of Stoneham to access the entire POS system and any of the financial reports related to both or either the Unicorn and Stoneham Oaks Golf Courses.

11. Marketing Experience at other Golf Courses 17**Introduction:**

Building and maintaining golfer recognition through a variety of advertising media is a vital part of a successful golf course. Our goal is to focus our advertising efforts on golf specific publications to achieve maximum exposure. Sterling Golf Management provides several forms of advertising coverage to the Sterling Courses we operate as a general business practice. We maintain a comprehensive advertising campaign in a variety of golf-related media to provide the greatest impact. Dual advertisements with other Sterling Courses allow us to minimize cost while maximizing exposure of each course. It has been our experience that patrons at our courses typically frequent other SGM associated courses once they have experienced the service-level and conditions we offer.

Internet

- ❖ **www.SterlingGolf.com:** We currently maintain and regularly update a website listing all of the courses we operate. Course events and general information are posted for prospective golfers or current patrons to explore our services. Pictures are posted and updated regularly. Coupons and Internet specials further entice golfers to continually return to the website and visit various Sterling Courses. The site has steadily increased in visits by Internet users according to the Usage Statistics Reports submitted to us each month. **We have recently contracted with a firm to continue to develop Sterling Golf's new website that is currently having finishing touches applied, along with a long list of edits and updates. The new website is visually appealing with many new features and pictures and will have the latest in "Search Engine Optimization" to ensure greater online visibility.**
- ❖ **Domain Names:** For every course we operate, we register a number of domain names and direct them to our main homepage. For example, we currently have registered ShattuckGolfClub.com, NewtonCommonwealth.com, ChelmsfordCountryClub.com, NCICgolf.org, SterlingGolfCourses.com, NorwoodCC.com, MaynardGolf.com, SterlingGolf.com, GolfinBoston.com, RocklandGC.com and a number of others.
- ❖ **E-mail Blasts:** In addition to advertising through our website, we collect customer e-mails through our guest books and through our POS system databases. This allows us to contact a multitude of golfers at one time to advertise special events, sales and the latest course information to target golfers and entice them to play at one of our courses.
- ❖ **Search Engines:** Our website contains embedded meta tags and we also subscribe to services that allow our website to be accessed through various search engines.

Mobile Service

- ❖ **Mobile Friendly Website:** Our website has recently been enhanced for cell phone usage. All of our courses' information can easily be accessed on iPhones and other Smart Phones.

RFP OVERALL REPONSE

- ❖ **iPhone & Smart Phone App:** We have also had an Application developed for iPhones and other Smartphones that can be downloaded and includes the ability for users to book tee times, get directions and call each course directly from their cell phones.

Social Media

- ❖ **Facebook:** We have set up Facebook for each of the courses we operate and post weekly updates to keep our followers informed. The Facebook posts are also on the first page of each course's website.

Newspaper

- ❖ **Widely Circulated Papers:** We have participated in the past in various advertising programs in the designated golf directories of the following printed papers; however, since the circulation of these newspapers diminished, our advertising efforts were circumvented towards Internet related marketing programs:
 - **Boston Globe:** The Golf Section
 - **Boston Herald:** The Golf & Tennis Directory
 - **The Patriot Ledger:** Golf Monday
- ❖ **Community Newspapers:** This newspaper group publishes a variety of local papers that are still widely read by members of the communities that frequent the golf courses we operate.

Magazine

- ❖ **Tee Time:** This publication is distributed to female golfers and New England golf courses. The circulation is approximately 35,000 readers.
- ❖ **Mass Golfer:** The official publication of the MGA is distributed to Massachusetts golf courses and all MGA members.
- ❖ **New England Golf Monthly:** A golfing publication distributed throughout New England, which is published 8 times yearly during the New England golfing season.

Incentive Programs: To supplement the various media advertisements in our marketing portfolio, we offer various incentive packages and programs. The goal is to entice interest from current golfers playing at Sterling Golf Managed courses and local patrons.

- ❖ **Course Specials:** Specials involved with existing SGM courses will be implemented to offer discounted rates with proof of greens fee purchase at other SGM golf courses and various other promotions.
- ❖ **Frequent Player Club:** A golfer loyalty program that is used at Newton Commonwealth. Golfers prepay for a number of greens fees and receive one or two greens fee for free.

Course Brochures: Sterling Golf has designed and printed its own tri-fold brochure describing each course under its management. These brochures are displayed at all of the courses and are widely distributed at charity events and tournaments, as we offer our own Sterling Golf donated foursome certificates for raffles associated with these events.

Appendix I
Appendix J.

RFP OVERALL REPONSE

Junior lessons and Junior clinics will be offered at Stoneham Golf Course's through our PGA Golf Professional Jim Callahan throughout the summer months and are also often scheduled during April vacation week. They are taught by our golf professionals and are geared to the appropriate age level of the group. Skills are taught through simple games and challenges to keep the children focused on learning how to play.

Topics of instruction include:

- | | |
|----------------------|------------------------------|
| -care of equipment | -golf skills |
| -rules and etiquette | -strategy |
| -sportsmanship | -club rules and regulations. |

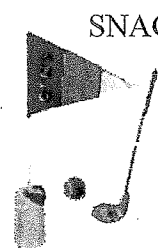
These programs are sometimes offered at our courses in conjunction with the towns' Recreation Department, or by partnering with the local Boys and Girls Club. Clinics are popular, and are very affordable allowing easy access to families in the area to learn the game of golf.

Our junior programs have expanded and we always hope to continue increasing the junior membership throughout our management term. Our best way of keeping junior interested in playing is through our junior tournament and league schedule. The tournaments are meant to be fun, but competitive events in which juniors play golf against their own peers. Also included in the junior tournaments and leagues are refreshments and prizes that give the juniors an opportunity to meet other local kids. We have found that this type of program entices new junior golfers and appeals to returning juniors who started at a very young age.

We have a proven success over the past years, experiencing great growth in our Junior programs at all our courses. Along with the increased junior play, we have also noticed peripheral revenue growth in the form of parents, grandparents, and friends who our junior golfers bring to the course. Numbers like this show to the Town Sterling Golf's dedication to the growth of Stoneham Golf Course's future.

A New Program for Young Children

What is SNAG®?



SNAG® stands for "Starting New at Golf". It is a fun game that is easy to learn and can be played anywhere. SGM would like to work with the Town of Stoneham to bring this program into the schools during the winter season, through our PGA Trained Golf Professionals, to help grow the game of golf and build new players for the future of Stoneham Golf Course's. SNAG® contains all the elements of golf but in a modified form. Falling

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somewhere between miniature golf and regulation golf, SNAG® allows for full shots, pitching, chipping, and putting. It is a proven learning & training tool for entry level golfers.

Although any age group can play, it's especially geared for youngsters and it's perfect for inexpensive family fun! The game has its own simplified rules and terminology, SNAGology as it is called, that adds fun to the learning and playing experience. It can be played indoors or outdoors, at the beach, in the snow, on the grass, or asphalt.

Using plastic, oversized clubs and fuzzy balls that attach to Velcro, many school systems have invested in this new program and some of our golf pros have been recruited by them to teach it during their gym classes. In fact, a few of our golf pros have even invested in it themselves so they can continue teaching indoors during the off season. It's innovative and an extremely fun way to introduce the game of golf to youngsters. More information about this new program can be found at: www.snaggolf.com

Golf Teams

We will continue to provide and help grow a "home turf" site for Stoneham High School Golf Teams to play, practice and host golf tournaments at no charge. All rounds are complimentary for the season, which is September and October. Our PGA Golf Professional's will work closely with the high school golf coach to make sure that this is a successful joint venture for both the high school team and the club's members and public players. Building programs like this provides great good will within the Town, helps to grow the game of golf and will result in increased revenue to the Town in future years as more kids learn the game of golf and come back to Stoneham to play as they grow.

Community Spirit & Public Awareness

We would like to propose to hold Volunteer clean-up days at Stoneham Golf Course for divot repair, leaf removal, tree branch cleanup and other simple miscellaneous but self-gratifying improvements. Golfers will donate their labor in the morning in exchange for a pizza lunch and free golf in the afternoon. Spring clean-up days are a great way to introduce to the community the intention to improve the conditions at the course, make them feel a part of its revitalization and give the community an opportunity to check out what's going on and participate in some free golf. The benefits of such an effort at Stoneham Golf Course could roll over into other community volunteer programs and the free marketing, goodwill and promotions will bring more publicity and future revenue and growth to the course.



RFP OVERALL REPONSE

Other Programs and Events that will help grow business at the Stoneham Golf Courses

Sterling Golf Management has been instrumental in sponsoring programs for kids that have received accolades. Our "Pro Youth" attitude and the recognition that SGM has received due to the success of these events, cannot help but spill over to enhance public relations in Stoneham

- **Take Your Daughter to the Course Week:**

SGM is a proud participant in the annual Take Your Daughter to the Course Week, sponsored in part by the National Golf Course Owners Association and Women's Golf Association. Various discounts and specials are offered to welcome young women into the sport.



- **Junior & Senior Discounts:**

It is a general practice at all of our locations to provide discounted greens fees to juniors and senior citizens. We believe that golf should be available and accessible to patrons of all ages. No one is ever too young or old to enjoy the benefits of golf.



Daddy, watch how far I can hit this ball!

- **Beginner Friendly Courses:**



Due to our involvement with the National Golf Course Owners Association, New England chapter, the Stoneham Golf Course will be certified as a "Beginner Friendly Course" and can be included as such on the NGCOA web site

<http://www.playgolfamerica.com> which is widely promoted through all the professional golf organizations to encourage growth of the game of golf. Courses are carefully evaluated on a number of criteria such as availability of clinics, loaner clubs,

special playing times for beginners and other initiatives.

Programs for Women and Seniors

Golf leagues and clinics will continue to be offered for both women and seniors. Issues related to their special needs are addressed in clinics. Specifically, a league for seniors will be very successful especially with the COA moving into the clubhouse this winter. We will work hard to grow a stronger senior league and offer them clinics to hone their skills. This will be done during slower times of play and will help generate additional revenue for the Town.

RFP OVERALL RESPONSE

Programs for Community Spirit and Public Awareness

Scholarship Fundraisers:

We support Stoneham Golf Course residents and employees through our participation with the Francis Ouimet Scholarship Fund by providing a player with sponsorship to play in their annual golf marathon fundraiser, raising on average over \$5,000 every year. Employees of Stoneham Golf Course that work in the Pro Shop or Grounds Maintenance Operations can apply for golf scholarships as a result of our efforts here.

"Clubs for Kids" Program:

To utilize all the lost and found, as well as donated, golf clubs that we receive each year, each Fall these clubs are cut down and regripped and then donated to the MGA who uses them for children who are starting out in golf.

Patriot Golf Day – Good Will for the community:

Stoneham Golf Courses will be a promoter of Patriot Golf Day over Labor Day Weekend. Sponsored by the PGA, the USGA, the NGCOA, the PGA Tour and Golf 2020 and marketed through the "PlayGolfAmerica.com" website, this program is a fundraiser that benefits the Folds of Honor Foundation to provide educational scholarships to families of those soldiers who were disabled or lost their lives in the line of duty. Area golf courses volunteered to ask each golfer for a \$1 donation when they checked in to play during a three-day period at the end of August. All Sterling Golf managed courses have participated in this worthy project.



In summary, our doors are always open to new ideas on how Sterling Golf Management can contribute to Unicorn and Stoneham Oaks Golf Courses and to the community of Stoneham to make it a better place. We plan to work hard over the next five years to continue to provide 1st class country club style conditions at the course. We plan to work very hard to grow and expand and improve the Clubhouse Facility at the golf course, with increased marketing and further improvements to the facility that will grow our business and improve revenue to the Town through that growth. Not only will we do our utmost to manage the course responsibly and with integrity, but our goal for Stoneham Golf Course's will be to show the residents that the course is an asset in their lives that they should continue to support, not only for the benefit of themselves, but also for their children and their future. Golf is for everyone, both young and old alike, and the Stoneham Golf Course's will be just the asset that brings the town together. We have attempted to show the Town that we are willing to work with them, and to support and work hard to implement the Town's ideas, not all management companies operate in that fashion, but SGM will prove that it will maintain a positive and growing relationship with the Town of Stoneham.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Core Benefits Group Inc 2 Village Green Road Suite A-1 Hampstead NH 03841		CONTACT NAME: Sarah Lauersen PHONE (A/C, No. Ext): (603) 329-4933 FAX (A/C, No): (603) 329-4924 E-MAIL ADDRESS: slauersen@mycoreinsurance.com															
INSURED Sterling Golf Management Inc 212 Kenrick Street Newton MA 02458		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: The Netherlands</td><td>24171</td></tr><tr><td>INSURER B: Peerless</td><td>24198</td></tr><tr><td>INSURER C: Excelsior</td><td>11045</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: The Netherlands	24171	INSURER B: Peerless	24198	INSURER C: Excelsior	11045	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Excelsior	11045																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 2016-2017 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CBP8930967	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
		MED EXP (Any one person) \$ 15,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8931167	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
						Uninsured Motorist- per person \$ 500,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		CU8931458	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 5,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	WC8931067	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability		CBP8930967	1/1/2016	1/1/2017	Each Occurrence \$ 1,000,000
A	Herbicide & Pesticide Liab		CBP8930967	1/1/2016	1/1/2017	Each Occurrence \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Locations: 460 William St, Stoneham, MA, 02180

101 Montvale Ave, Stoneham, MA, 02180

Officer Kevin Osgood is excluded from Workers Compensation.

Town of Stoneham is additional insured with respect to general liability as required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

dpettengill@stoneham-ma.go

Town of Stoneham
35 Central Street
Stoneham, MA 02180

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Serodio/SARAH L

SERVICE CONTRACT PERFORMANCE BOND

BOND No: 1073641

KNOW ALL MEN BY THESE PRESENTS that STERLING GOLF MANAGEMENT INC., 191 MAIN STREET, WESTFORD, MA 01886, (hereinafter called Principal), and LEXON INSURANCE COMPANY, 12890 LEBANON ROAD, MOUNT JULIET, TN 37122, (hereinafter called Surety), are held and firmly bound unto the THE TOWN OF STONEHAM, 35 CENTRAL STREET, Stoneham, MA 02180 (hereinafter called Obligee), in the full and just sum of SEVENTY FIVE THOUSAND AND 00/100 (\$75,000.00), to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has entered into a certain written contract with the above mentioned Obligee dated 2/04/2016, for PROVIDE PROFESSIONAL MANAGEMENT, OPERATIONS, AND MAINTENANCE FOR THE STONEHAM UNICORN AND STONEHAM OAKS MUNICIPAL GOLF COURSES AND ASSOCIATED FACILITIES, for a period of One Year with renewal at the sureties discretion, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein; and,

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of One Year.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above-bounded Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set for and specified to be by the said Principal kept, done and performed, at the time and in the manner in said contract specified during the term of this bond, and make payment to all claimants, as hereinafter defined, for all labor and material used in the performance of the Contract, and shall pay over, make good and reimburse to the above-named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void otherwise to be and remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and provisions:

1. The bond is for the term beginning 2/04/2016 and ending 2/04/2017.
2. In the event of default by the Principal in performance of the contract during the term of this bond, the Surety shall be liable only for the loss to the Obligee due to actual excess costs of performance of the contract up to the termination of this bond and in no event shall the liability of the surety exceed the penal sum of this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this Instrument unless same be brought or instituted and process served upon the Surety within twelve months after the completion of the contract.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond. In addition, it may be canceled upon written thirty (30) days notice by the Surety to the Obligee.
5. This bond may be extended for additional terms at the option of the Surety by continuation certificate executed by the Surety.

Signed and sealed this 9th day of February, 2016.


Witness


Witness

STERLING GOLF MANAGEMENT INC.

BY 

LEXON INSURANCE COMPANY

BY 

NANCY CASTONGUAY, ATTORNEY-IN-FACT

POWER OF ATTORNEY

LX- 074505

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

Robert E. Shaw, Nancy Castonguay, Heidi Rodzen, *****

Joline L. Binette, Melanie A. Bonnevie *****

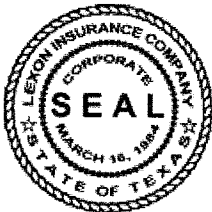
its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$6,000,000.00 Six million dollars ***** dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 01-09-16

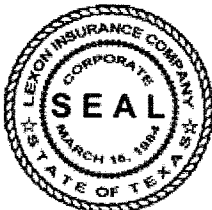
BY

Amy L. Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 9TH Day of FEBRUARY, 2016.



BY

Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."